

RELEASE PROVISIONS

Upon the Court's entry of a Final Order and Judgment approving the Proposed Settlement, and by operation of such judgment entered by the Court, the Class Representatives and the Settlement Class, for themselves and for all of their respective heirs, executors, and administrators, and for their respective representatives, predecessors, successors and assigns, shall release and forever discharge Defendants and each of their respective past, present, and future parents (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors, assigns, and shareholders, and all of their respective past, present, and future officers, directors, employees, general agents, agents, producers, brokers, solicitors, representatives, attorneys, accountants, heirs, administrators, executors, insurers, co-insurers and re-insurers, and assigns of any of the foregoing, including any persons or entities acting on their behalf or at the direction of any of them (collectively, "Releasees") from any and all claims, actions, suits, obligations, demands, promises, liabilities, costs, expenses, and attorneys' fees (whether class, mass, collective, joint, or individual in nature), whether based on any federal or state law or a right of action, whether filed or threatened to be filed in state or federal court in any other venue of any type, in law or in equity or otherwise, which the Plaintiffs and the Class Members or any of them ever had, now have, or can have, or shall or may hereafter have against Defendants or Releasees, including, but not limited to, any and all:

- (1) claims relating to the Policies;
- (2) claims relating to or arising out of any acts, failures to act, omissions, oral or written representations, facts, events, transactions, or occurrences set forth or

alleged in the Actions or in any way related directly or indirectly to the subject matter of the Actions;

(3) claims for fraud, non-disclosure, deceptive trade practices, abuse of the elderly, violation of any federal or state regulatory scheme, or other claims related to premium increases, marketing, pricing and actuarial assumptions for pricing, solicitation, application, underwriting, acceptance, sale, purchase, renewal, operation, retention, improper payment of premium, administration, replacement or suitability of any policy issued by any of the Defendants, except for claims of bad faith denial of claims;

(4) claims relating to acts, omissions, facts, matters, transactions, occurrences, or oral or written statements or representations made or allegedly made in connection with or directly or indirectly relating to the Settlement Agreement or the settlement of the Actions, except nothing in this Release shall preclude any action to enforce the terms of the Settlement; and

(5) claims for attorneys' fees, costs, or disbursements incurred by Counsel for Plaintiffs or by Plaintiffs or the Class Members, or any of them, in connection with or related in any manner to the Actions, the settlement of the Actions, or the administration of such settlement, except to the extent otherwise specified in the Settlement Agreement.

Plaintiffs and the Class Members expressly understand that Section 1542 of the California Civil Code provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Plaintiffs and the Class Members hereby agree (i) that the provisions of Section 1542 are hereby knowingly and voluntarily waived and relinquished, and (ii) that the provisions of all similar federal or state laws, right, rules, or legal principals of any other jurisdiction, to the extent that they are found to be applicable, are also hereby knowingly and voluntarily waived and relinquished.

In connection with this release, Plaintiffs and the Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to the matters released. Nevertheless, it is the intention of Plaintiffs and the Class Members in executing this Release to fully, finally, and forever settle and release all such matters, and all claims relating to such matters, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action).