

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

CITY OF BIRMINGHAM RETIREMENT
AND RELIEF SYSTEM, Individually and
On Behalf of All Others Similarly Situated,

Plaintiff,

vs.

METLIFE, INC., et al.

Defendants.

Case No. CV-2012-902101

Hon. Elisabeth French

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Stipulation”) is entered into by and among plaintiff City of Birmingham Retirement and Relief System (“Plaintiff”), on behalf of itself and the Class (as defined below), and the defendants in this action, consisting of MetLife, Inc., C. Robert Henrikson, William J. Wheeler, Peter M. Carlson, Sylvia Mathews Burwell, Eduardo Castro-Wright, Cheryl W. Gris , R. Glenn Hubbard, John M. Keane, Alfred F. Kelly, Jr., James M. Kilts, Catherine R. Kinney, Hugh B. Price, David Satcher, Kenton J. Sicchitano, Lulu C. Wang, Goldman, Sachs & Co., Citigroup Global Markets, Inc., Credit Suisse Securities (USA), LLC, Barclays Capital, Inc., Deutsche Bank Securities, Inc., J.P.Morgan Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. LLC, UBS Securities LLC and Wells Fargo Securities LLC (collectively, “Defendants”). The Stipulation is intended by Plaintiff and Defendants (collectively, the “Parties”) to fully, finally, and forever resolve, discharge, release and settle the Released Claims, as defined below, upon and subject to the terms and conditions hereof.

WHEREAS:

SUMMARY OF CLAIMS AND PROCEDURAL HISTORY

A. Plaintiff filed this Action¹ in the Circuit Court of Jefferson County, Alabama (the “Circuit Court”) on July 5, 2012. The Action asserts claims under Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 (“1933 Act”) (15 U.S.C. §§77k, 77l(a)(2), and 77o), with respect to the dissemination of allegedly false, misleading, and materially incomplete statements in the registration statement and incorporated prospectus (the “Offering Materials”), as amended and filed by defendant MetLife, Inc. (“MetLife”) with the Securities and Exchange Commission (“SEC”) on or about March 3, 2011 (the “Registration Statement”) in connection with the public offering of approximately 40 million Common Equity Units (“CEUs”) issued by MetLife. In sum, Plaintiff alleges that Defendants violated the 1933 Act by issuing, signing and/or disseminating Offering Materials that failed to adequately disclose material information concerning (a) MetLife’s allegedly selective use of the Social Security Administration’s Death Master File (“DMF”) to identify deceased life insurance policyholders, and (b) various inquiries by state authorities concerning MetLife’s alleged improper retention of benefits owed to life insurance beneficiaries (or to various states pursuant to escheatment statutes). In addition, Plaintiff alleges that the Offering Materials incorporated financial statements that were artificially inflated, in violation of Generally Accepted Accounting Principles (“GAAP”), as a result of having allegedly failed to properly account for loss exposures in connection with incurred but not yet reported (“IBNR”) life insurance claims.

¹ To the extent not previously defined, capitalized terms used herein are defined in the “Definitions” section below at ¶1.

B. On August 3, 2012, Defendants removed the Action to the United States District Court for the Northern District of Alabama (Southern Division) (the “Federal Court”) and also filed a Motion to Transfer the Action to the Southern District of New York.

C. On August 15, Plaintiff filed (in the Federal Court) a Motion to Remand the case back to the Circuit Court.

D. On August 23, 2013, Magistrate Judge Harwell G. Davis, III, issued a report and recommendation which recommended that the district court grant Plaintiff’s Motion to Remand. *See City of Birmingham Ret. & Relief Sys. v. MetLife, Inc.*, Case No. 2:12-cv-02626-HGD, 2013 WL 5526621 (N.D. Ala. Aug. 23, 2013).

E. On September 6, 2013, Defendants filed an objection to the report and recommendation under Federal Rule of Civil Procedure 72(a) which requested review by a district court judge of the magistrate judge’s recommendation that remand be granted, and also moved for a stay of proceedings pending final resolution of the Plaintiff’s Remand Motion.

F. On November 13, 2013, U.S. District Court Judge Sharon Lovelace Blackburn heard oral argument on the matter.

G. On March 31, 2015, Judge Blackburn issued an Opinion and Order adopting the Magistrate Judge’s report and recommendation, overruling Defendants’ objection, and ordering that this Action be remanded. *See City of Birmingham Ret. & Relief Sys. v. MetLife, Inc.*, Case No. 2:12-cv-02626-SDB, 2015 WL 4385277 (N.D. Ala. Aug. 23, 2013).

H. After remand to the Circuit Court, Plaintiff filed an Amended Class Action Complaint on June 9, 2015, which incorporated various additional allegations in support of its claims.

I. On July 20, 2015, Defendants filed a joint Motion to Dismiss the Action pursuant to Alabama Rule of Civil Procedure Rule 12(b). This motion sought dismissal on multiple grounds, including (1) lack of personal jurisdiction, (2) lack of subject matter jurisdiction, (3) *forum non conveniens* and (4) failure to state a claim under the 1933 Act. Plaintiff thereafter opposed each of Defendants' asserted grounds for dismissal.

J. On October 8, 2015, the Circuit Court heard oral argument on the motion, and on October 14, 2015, the Circuit Court issued an order denying Defendants' Motion to Dismiss.

K. On November 20, 2015, Defendants filed their Answers to Plaintiff's Amended Complaint.

L. On November 24, 2015, Defendants filed a Petition for a Writ of Mandamus in the Supreme Court for the State of Alabama (the "Petition"). Defendants' Petition sought interlocutory review of that portion of the Circuit Court's October 14, 2015 order denying Defendants' motion to dismiss for lack of *in personam jurisdiction* over the Defendants, or alternatively for reasons of *forum non conveniens*.

M. On April 21, 2016, the Alabama Supreme Court directed Plaintiff to submit an Answer to the Petition together with supporting briefing. Briefing was completed on June 9, 2016. The Circuit Court stayed proceedings in the Action pending further action by the Alabama Supreme Court on the Petition.

N. In April 2016, counsel for Plaintiff and counsel for MetLife commenced preliminary discussions regarding the possibility of negotiating a settlement of the claims asserted in the Action. Over the course of the following months, counsel for Plaintiff and counsel for MetLife continued those discussions, and all Parties eventually agreed in early July to participate in a mediation on August 12, 2016 in New York under the auspices of a highly

experienced mediator, the Hon. Layn Phillips (U.S.D.J., ret.) (the “Mediator”) in order to determine whether a settlement could be reached. Although the parties were not able to reach a settlement at the day-long mediation on August 12, with the Mediator’s assistance the Parties were ultimately able to reach agreement on the material terms of a binding Memorandum of Understanding (“MOU”) to settle all claims asserted in the Action on a class-wide basis, subject to approval of the Circuit Court. The Parties executed the MOU on August 23, 2016.

O. Shortly thereafter, the Parties informed the Alabama Supreme Court that they had reached a proposed settlement in this matter, subject to judicial approval, and on September 1, 2016 the Parties jointly moved that Court to stay further proceedings on the Petition pending the conclusion of appropriate judicial proceedings to consider the reasonableness, fairness and adequacy of the proposed settlement;

P. On September 7, 2016, the Alabama Supreme Court granted a stay of the mandamus proceeding as requested. If the proposed settlement is approved by the Court, Defendants have agreed to withdraw the Petition, whereas if the proposed settlement is not approved the parties have agreed to request that the current stay of proceedings in the Alabama Supreme Court with respect to that Petition be lifted;

Q. Plaintiff’s Counsel state that they have conducted a diligent investigation into the claims and the underlying events and transactions alleged in this Action. Among other things, Plaintiff’s Counsel have analyzed public filings, records, documents, and other materials concerning MetLife, including various transcripts of regulatory proceedings and certain other materials relating to the matters at issue obtained from state regulatory authorities pursuant to state-law “Freedom of Information” statutes, and have also thoroughly researched the applicable

law with respect to the claims of Plaintiff and the Class against Defendants, and the potential defenses thereto.

R. Based on this investigation and review, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of the proposed Settlement are fair, reasonable, and adequate to the Class and in the Class's best interests, and have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation after considering: (a) the benefits that Plaintiff and the Class will receive from settlement of the Action; (b) the risks, costs, and uncertainties of further litigation; (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation; and (d) Plaintiff's Counsel's experience in the prosecution of similar actions.

S. Defendants deny and continue to deny that they have committed any act or omission giving rise to any liability and/or violation of law. Defendants further deny that they made any material misstatements or omissions, that Plaintiff or the Class have suffered any damages, or that Plaintiff or the Class were harmed by any conduct alleged in the Action. Neither the Settlement (as defined below) nor any of its terms shall constitute an admission or finding of wrongful conduct, acts, or omissions. Defendants do not admit any liability or wrongdoing in connection with the allegations set forth in the Action, or any facts related thereto. The Defendants submit to the jurisdiction of this Court for settlement-related purposes only, as set forth in the proposed Final Judgment attached as Exhibit B hereto. This Stipulation and all negotiations, discussions, and proceedings in connection herewith shall in no event be construed or deemed to be evidence of, or an admission or concession on the part of any Defendant with respect to, any claim of liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have asserted.

T. Defendants state that they are entering into this Settlement to eliminate the burden and expense of further litigation, having taken into account the uncertainty and risks inherent in any litigation, including complex cases like the Action. Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation.

NOW THEREFORE, without any admission or concession on the part of Plaintiff of any lack of merit of the Action whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses whatsoever by Defendants, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective attorneys, subject to approval of the Court, in consideration of the benefits flowing to the Parties hereto from the Settlement, that all Released Claims (as defined below) as against the Released Defendants' Parties (as defined below), and all Released Defendants' Claims (as defined below) as against the Released Plaintiff's Parties, shall be compromised, settled, released and discharged, and the Action shall be dismissed with prejudice as to the Released Defendants' Parties, upon and subject to the following terms and conditions:

CERTAIN DEFINITIONS

1. As used in this Stipulation, the following terms shall have the following meanings:

(a) "Action" means *City of Birmingham Retirement and Relief System v. MetLife, Inc., et al.*, Case No. 01-CV-2012-902101 (Jefferson County Circuit Ct.), and all prior proceedings therein in state and federal court.

(b) "Authorized Claimant" means a Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

(c) “Claims Administrator” means Kurtzman Carson Consultants LLC, or such other entity as the Court shall appoint to provide Notice and administer the Settlement.

(d) “Class” means, for the purposes of this Settlement only, all persons or entities who purchased or otherwise acquired MetLife’s Common Equity Units, \$75.00 stated value (“CEUs”), in or traceable to MetLife’s public offering of CEUs between March 3, 2011 and July 5, 2012, both dates inclusive (the “Class Period”), and were damaged thereby. Excluded from the Class are: Defendants; their officers and directors during the Class Period; the immediate family members of any of the foregoing, any entity that is majority owned by any Defendant, and the legal representatives, heirs, successors, or assigns of any excluded Person. Also excluded from the Class are any putative Class Members who timely and validly exclude themselves from the Class in response to the requirements of the Notice.

(e) “Class Member” means any Person that is a member of the Class and not excluded therefrom.

(f) “Company” means MetLife, Inc.

(g) “Court” means the Circuit Court of Jefferson County, Alabama, or such other court as the Parties may agree shall have jurisdiction to effectuate the Settlement.

(h) “Defendants’ Counsel” means the MetLife Defendants’ Counsel and the Underwriter Defendants’ Counsel.

(i) “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement contemplated by this Stipulation shall become effective, as set forth in ¶25 below.

(j) “Escrow Agent” means Huntington National Bank.

(k) “Fee and Expense Award” refers to any award of attorneys’ fees and expenses by the Court to Plaintiffs’ Counsel as described in ¶9.

(l) “Final” means when the last of the following with respect to the Final Judgment or any Alternative Judgment (as defined in ¶25(f) below) shall occur: (i) the expiration of the time to file a motion to alter or amend the Final Judgment or Alternative Judgment under the Alabama Rules of Civil Procedure or other applicable rules without any such motion having been filed or, if such a motion is filed, the determination of that motion in such a manner as to permit the consummation of the Settlement in accordance with the terms and conditions of this Stipulation; (ii) if there is an appeal from the Final Judgment or Alternative Judgment, the date of final affirmance on appeal or review of the Final Judgment or Alternative Judgment, and the expiration of the time for any further judicial review whether by appeal, reconsideration or a petition for a writ of certiorari; or (iii) if there is no appeal from the Final Judgment or Alternative Judgment, the expiration of the time for the filing or noticing of any appeal from the Final Judgment or Alternative Judgment.

(m) “Final Judgment” means the proposed judgment to be entered by the Court approving the Settlement, substantially in the form attached hereto as Exhibit B.

(n) “Plaintiff’s Counsel” means the law firm of Scott+Scott, Attorneys at Law, LLP.

(o) “MetLife Defendants’ Counsel” or “MetLife’s Counsel” both mean the law firm of Debevoise & Plimpton LLP and the law firm of Maynard Cooper & Gale, P.C.

(p) “Notice” means the Notice of Proposed Settlement of Class Action (the “Notice”), which is to be sent to all Class Members, and which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A-1 to Exhibit A.

(q) “Order for Preliminary Approval of Proposed Class Action Settlement, Issuance of Notice, and Setting of Date for Final Approval Hearing” -- as well as the terms “Order for Notice and Hearing” and “Preliminary Approval Order” -- mean the proposed order to be entered

by the Court preliminarily approving the Settlement and directing notice thereof to the Class, and which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A.

(r) “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, limited liability company or corporation, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, including his, her, or its spouses, heirs, predecessors, successors, representatives, or assignees.

(s) “Plaintiff” means the City of Birmingham Retirement and Relief System.

(t) “Plan of Allocation” means the plan described in the Notice or any alternate plan approved by the Court whereby the Net Settlement Fund (defined below) shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released Defendants’ Parties shall have no responsibility therefore or liability with respect thereto.

(u) “Proof of Claim” means the Proof of Claim and Release to be submitted to Class Members, substantially in the form attached hereto as Exhibit A-3 to Exhibit A.

(v) “Publication Notice” means the summary notice of proposed Settlement and hearing for publication and which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2 to Exhibit A.

(w) “Released Claims” means all claims (including but not limited to “Unknown Claims”), demands, losses, rights, liabilities and causes of action of any nature whatsoever, that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign

law, by Plaintiff, any member of the Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any of the Released Defendants' Parties, which both (a) arise out of, are based on, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in the Action, and (b) arise out of, are based on, or relate to the purchase, acquisition, holding or sale of any CEUs by any members of the Class during the Class Period. "Released Claims" does not, however, include (a) claims to enforce the settlement or (b) any claims under the federal securities laws that have been asserted in the Third Amended Complaint, or may in the future be asserted, in *City of Westland Police and Fire Retirement System v. MetLife, Inc. et al.*, No. 12 Civ. 0256 (LAK) (S.D.N.Y.) ("*Westland*") on behalf of persons who purchased or acquired MetLife common stock (i) during the class period (February 2, 2010 through October 6, 2011, inclusive) alleged in that action, or (ii) pursuant or traceable to MetLife's August 3, 2010 or March 4, 2011 offerings of MetLife common stock, and this Stipulation of Settlement shall not prejudice the ability of members of the Class in this Action to participate in any recovery that may be obtained in the *Westland* action in their capacity as members of the putative class in *Westland*.

(x) "Released Defendants' Claims" means all claims (including but not limited to "Unknown Claims"), demands, losses, rights, and causes of action of any nature whatsoever by the Released Defendants' Parties or any of them against any of the Released Plaintiff's Parties or Plaintiff's Counsel, which arise out or relate in any way to the institution, prosecution, assertion, settlement, or resolution of the Action (except for claims to enforce the Settlement).

(y) “Released Defendants’ Parties” means (1) each and all of the Defendants as well as ALICO Holdings LLC and American International Group, Inc.; (2) each of their respective family members (for individuals) and each of their direct and indirect parent entities, subsidiaries, related entities and affiliates; and (3) for any of the entities listed in parts (1) or (2) of this definition, their respective past and present general partners, limited partners, principals, shareholders, investors (however denominated), joint ventures, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.

(z) “Released Plaintiff’s Parties” means (1) Plaintiff and each member of the Class, and (2) each of their respective family members, general partners, limited partners, principals, shareholders, investors (however denominated), joint ventures, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.

(aa) “Settlement” means the settlement of the Action provided for in this Stipulation.

(bb) “Settlement Amount” means \$9.75 million dollars (\$9,750,000) in cash, to be paid by MetLife on behalf of Defendants.

(cc) “Settlement Fairness Hearing” means the hearing to be scheduled by the Court to review the Settlement and determine whether it is fair and should be approved.

(dd) “Settlement Fund” means the Settlement Amount plus any interest thereon and any other accretions thereto.

(ee) “Summary Notice” means the summary notice of proposed Settlement and hearing for publication which, subject to the approval of the Court, shall be substantially in the form attached as Exhibit A-2 to Exhibit A.

(ff) “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest penalties, additions to tax, and additional amounts imposed with respect thereto) imposed by any governmental authority, including income tax and other taxes and charges on or regarding franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation or net worth; taxes or other charges in the nature of excise, withholding ad valorem, stamp, transfer, valued added or gains taxes, license registration and documentation fees; and customs duties, tariffs and similar charges.

(gg) “Underwriter Defendants’ Counsel” means DLA Piper LLP (US) and Lightfoot Franklin & White, LLC.

(hh) “Unknown Claims” means any and all Released Claims of every nature and description against the Released Defendants’ Parties which Plaintiff or any member of the Class does not know or suspect to exist in his, her or its favor at the time of their release of the Released Claims, and any and all Released Defendants’ Claims of every nature and description against the Released Plaintiff’s Parties which any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Released Defendants’ Claims, and including, without limitation, those which, if known by such Plaintiff, member of the Class or Defendant, might have affected his, her or its decision(s) with respect to the Settlement or the releases. With

respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiff and Defendants shall expressly waive, and each of the members of the Class shall be deemed to have waived, and by operation of the judgment shall have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Plaintiff and Defendants acknowledge, and the members of the Class by operation of the judgment shall be deemed to have acknowledged, that the waivers provided for in this paragraph, and the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims, were separately bargained for and are material elements of the Settlement.

SCOPE AND EFFECT OF SETTLEMENT

2. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of: (i) the Action against Defendants; (ii) any and all Released Claims as against all Released Defendants' Parties; and (iii) any and all Released Defendants' Claims.

3. (a) Upon the Effective Date of this Settlement, Plaintiff and all Class Members, on behalf of themselves and their successors, assigns, executors, administrators, representatives, attorneys and agents in their capacities as such: (i) shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims against the Released Defendants' Parties, regardless of whether such Class Member executes and delivers a Proof of Claim or shares in the

Settlement Fund; and (ii) shall forever be barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, or other forum of any kind (whether within the United States or not) that tries to assert any Released Claim against any of the Released Defendants' Parties.

(b) Upon the Effective Date of this Settlement, each of the Defendants and the Released Defendants' Parties: (i) shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released and discharged all Released Defendants' Claims against the Released Plaintiff's Parties; and (ii) shall forever be enjoined from prosecuting the Released Defendants' Claims.

(c) The releases provided in this Stipulation shall become effective immediately upon occurrence of the Effective Date without the need for any further action, notice, condition, or event.

THE SETTLEMENT CONSIDERATION

4. (a) In consideration of the releases provided herein and in full settlement of the Released Claims, MetLife shall cause the Settlement Amount to be transferred by wire to the Escrow Agent promptly (and in any event no later than thirty (30) calendar days) after the later of (i) Court's entry of the Preliminary Approval Order or (ii) MetLife's Counsel's receipt of the applicable taxpayer identification number and wire instructions for the Settlement Fund to be established pursuant to this Stipulation.

(b) The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of

this ¶4(b), including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settlement Fund, less any amounts incurred for notice, administration, and/or Taxes or Tax Expenses (as defined below), plus any accrued interest thereon, shall revert to the person(s) making the deposits, as provided in ¶29 below, if the Settlement does not become effective for any reason, including by reason of a termination of the Settlement pursuant to ¶¶27 or 28 herein. The Settlement Fund shall include any interest earned thereon.

5. Plaintiff and Class Members shall look solely to the Settlement Fund as full, final, and complete satisfaction of all Released Claims. Except as set forth in ¶4 above, Defendants shall have no obligation under this Stipulation or the Settlement to pay or cause to be paid any amount of money, and Defendants shall have no obligation to pay or reimburse any fees, expenses, costs, liability, losses, Taxes, or damages whatsoever alleged or incurred by Plaintiff or any Class Member, including but not limited to their attorneys, experts, advisors, agents, or representatives, with respect to the Action and Released Claims. Plaintiff acknowledges, and Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that as of the Effective Date the releases given herein shall become effective immediately by operation of the Final Judgment and shall be permanent, absolute, and unconditional.

USE OF SETTLEMENT FUND PROCEEDS

6. (a) The Settlement Fund, net of any Taxes, if any, on the income thereof, shall be used to pay: (i) the notice and administration costs of the Settlement referred to in ¶8 hereof;

(ii) any Fee and Expense Award; (iii) any service or incentive award to Plaintiff; and (iv) any remaining administration expenses referred to in ¶8 hereof and any other attorney or administrative costs, fees, payments, or awards subsequently approved by the Court. The balance of the Settlement Fund after the above payments (the “Net Settlement Fund”) shall be distributed to the Authorized Claimants as provided in ¶¶11-13 hereof. Any portions of the Settlement Fund required to be held in escrow prior to the Effective Date shall be held by the Escrow Agent for the Settlement Fund. The Settlement Fund held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the Net Settlement Fund shall be distributed to Authorized Claimants, or returned to MetLife pursuant to this Stipulation and/or further order of the Court. The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon Order of the Court. The Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Money Market Fund or a bank account that is either (i) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (ii) secured by instruments backed by the full faith and credit of the United States Government. The Escrow Agent shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. Defendants shall not bear any responsibility for or liability related to the investment of the Settlement Fund by the Escrow Agent. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund. The Escrow Agent shall indemnify and hold harmless the Released

Defendants' Parties out of the Settlement Fund from and against any claims, liabilities, or losses relating to the investment of the Settlement Fund.

(b) For the purpose of §468B of the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described below) shall be consistent with this paragraph and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

(c) All (i) Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Defendants' Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) all other tax expenses incurred in connection with the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants, and expenses related to filing (or failing to file) the returns described in ¶6b) (“Tax Expenses”), shall promptly be paid out of the Settlement Fund by the Escrow Agent without prior order from the Court. The Escrow Agent shall also be obligated to, and shall be responsible for, withholding from distribution to Class Members any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)). The Parties agree to cooperate with the Escrow Agent, each other, and their

tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

(d) Neither the Parties nor their counsel shall have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the calculation of any Authorized Claimant's Recognized Claim under the Plan of Allocation; (iii) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (iv) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (v) the payment or withholding of any Taxes or Tax Expenses. The Escrow Agent shall indemnify and hold harmless the Released Defendants' Parties out of the Settlement Fund from and against any claims, liabilities, or losses relating to the matters addressed in the preceding sentence.

(e) If there is any balance remaining in the Settlement Fund after six months from the date of distribution of the Settlement Fund (whether by reason of Tax refunds, uncashed checks, or otherwise), or as reasonably soon thereafter, the Claims Administrator shall, if and to the extent logistically feasible and economically justifiable, make a further distribution of such balance among Authorized Claimants in an equitable fashion. After any further distribution, or if a further distribution is not undertaken, one half of any balance that still remains in the Settlement Fund shall be donated to the Alabama Investor Education Fund administered by the Alabama Securities Commission and the remaining one half shall be donated to Legal Services Alabama, a §501(c)(3) non-profit corporation, or shall be donated to such other non-profit as the Court may otherwise direct.

CLAIMS ADMINISTRATION

7. The Claims Administrator shall administer and calculate the claims that shall be allowed and shall oversee distribution of the Settlement Fund subject to the jurisdiction of the Court. The Claims Administrator agrees to be subject to the jurisdiction of the Court with respect to the administration of the Settlement and the distribution of the Settlement Fund pursuant to the terms of this Stipulation. Defendants shall have no role in, or responsibility for, the administration of the Settlement and shall have no liability to Plaintiff, the Class, or any other Person in connection with, as a result of, or arising out of such administration.

PAYMENT OF ADMINISTRATION EXPENSES

8. Plaintiff's Counsel may pay from the Settlement Fund, without further approval from Defendants or the Court, the reasonable costs and expenses up to the sum of \$400,000 associated with Notice to the Class, and the administration of the Settlement, including without limitation, the actual costs of Notice, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing Notice and processing the submitted claims, and the fees, if any, related to the Escrow Account and the investment of the Settlement Fund. All costs and expenses incurred in connection with the administration of the Settlement in excess of \$400,000 shall be paid from the Settlement Fund subject to approval from the Court.

ATTORNEY'S FEES AND EXPENSES

9. Plaintiff's Counsel will submit an application or applications (the "Fee and Expense Application") to the Court for an award, which shall be payable solely from the Settlement Fund, of: (i) attorneys' fees not to exceed 33⅓% of the Settlement Fund; (ii) reimbursement of litigation expenses, plus interest, incurred in connection with the prosecution of the Action; and (iii) an appropriate incentive award to Plaintiff in conjunction with its representation of the Class. Defendants will take no position regarding the Fee and Expense

Application. Any attorneys' fees and expenses judicially awarded to Plaintiff's Counsel shall be paid from the Settlement Fund to Plaintiff's Counsel promptly after entry of a court order providing for an award of such fees and expenses, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiff's Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund or (if the Settlement is vacated or modified) to MetLife, plus interest earned thereon at the same net rate as earned by the Settlement Fund, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or expense award is reduced or disapproved or the Final Judgment or Alternative Judgment approving the settlement is vacated or materially modified. In such event, Plaintiff's Counsel shall, within fifteen (15) business days from the event which requires repayment of the fee or expense award, refund to the Settlement Fund the fee and expense award paid to them, along with interest, as described above.

10. Notwithstanding any other provision of this Stipulation to the contrary, the Fee and Expense Application shall be paid solely out of the Settlement Fund, and shall be considered by the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Application, or any appeal of any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Stipulation or the Settlement of the Action, or affect the finality or binding nature of any of the releases granted hereunder. Plaintiff's Counsel shall determine and distribute, to the extent they determine to be appropriate, the awarded attorneys' fees among other counsel for Plaintiff in a manner which, in Plaintiff's Counsel's sole discretion, they believe reflects the contributions of such counsel to the prosecution of the Action and the

benefits conferred on the Class. The Released Defendants' Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment or allocation of attorneys' fees or expenses to Plaintiff's Counsel, or to any other counsel for Plaintiff, nor any responsibility for or liability with respect to any Court-awarded payment to Plaintiff.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

11. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim as defined in the Plan of Allocation described in the Notice annexed hereto as Exhibit A-1 to Exhibit A, or in such other Plan of Allocation as the Court approves.

12. The Plan of Allocation set forth in the Notice is not a necessary term of this Stipulation, and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. The Released Defendants' Parties will take no position with respect to the proposed Plan of Allocation or such Plan of Allocation as may be approved by the Court. The Plan of Allocation is a matter separate and apart from the Settlement between the Parties and any decision by the Court concerning the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to modify, terminate, or cancel the Stipulation or affect or delay the finality of the Court's Final Judgment approving the Stipulation and the Settlement set forth therein, or any other orders entered pursuant to the Stipulation.

13. Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his or her Recognized Claim compared to the total Recognized Claims of all accepted claimants, as those terms are defined in the Plan of Allocation, and payments from the Net Settlement Fund shall be made in accordance with the Court-approved Plan of Allocation. The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Defendants

shall not be entitled to get back any of the Settlement Amount, or interest earned thereon, once the Settlement becomes Final. The Released Defendants' Parties shall have no involvement in reviewing, evaluating, approving, or challenging claims and shall have no responsibility, liability, or authority for determining the allocation of any payments to any Class Members or for any other matters pertaining to the Plan of Allocation.

ADMINISTRATION OF THE SETTLEMENT

14. Any member of the Class who does not submit a valid Proof of Claim will not be entitled to receive any of the proceeds from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Defendant Parties concerning the Released Claims.

15. The Claims Administrator shall process the Settlement based upon the Proofs of Claim which may be submitted in connection with this Settlement, and, after entry of the Class Distribution Order (as defined below), shall distribute the Net Settlement Fund in accordance with the Class Distribution Order. No later than fourteen (14) calendar days after entry of the Preliminary Approval Order, MetLife shall provide to Plaintiff's Counsel, or the Claims Administrator, a Securities Position Report obtained from The Depository Trust Company for April 1, 2011. Except for this obligation and MetLife's obligation to fund the Settlement Fund or cause it to be funded, Defendants shall have no liability, obligation, or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund. Plaintiff's Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Plaintiff's Counsel reasonably deems to be formal or technical defects in any Proofs of Claim

submitted, including, without limitation, failure to submit a document by the submission deadline, in the interests of achieving substantial justice.

16. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Class Member shall be required to submit a Proof of Claim (in substantially the form set forth in Exhibit A-3 hereto) which, *inter alia*, releases all of that Class Member's Released Claims against all Released Defendants' Parties, is signed under penalty of perjury, and is supported by such documents or proof as the Claims Administrator, in its discretion, may deem acceptable;

(b) All Proofs of Claim must be submitted by the date specified in the Notice, unless such period is extended by Order of the Court. Any Class Member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any payment pursuant to this Stipulation (unless, by Order of the Court, a later submitted Proof of Claim by such Class Member is approved), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein, and shall be barred from bringing any action against the Released Defendants' Parties concerning the Released Claims. Provided that it is received before the motion for the Class Distribution Order is filed, a Proof of Claim shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine, in accordance with this Stipulation, the approved Plan of Allocation, and any applicable orders of the Court, the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below. The Released Defendants' Parties shall not have any role in, or responsibility or liability to any person or entity for, the solicitation, review, evaluation, approval or rejections of any Proofs of Claim;

(d) Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejection of a Proof of Claim, the Claims Administrator shall communicate with the claimant in order to remedy the curable deficiencies in that claimant's submitted Proof of Claim. The Claims Administrator shall notify, in a timely fashion and in writing, all claimants whose Proofs of Claim they propose to reject in whole or in part (a "Disputed Claim"), setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of subparagraph (e) below (the "Notice of a Disputed Claim");

(e) If any claimant whose claim has been rejected in whole or in part desires to contest such rejection, the claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Plaintiff's Counsel shall thereafter present the request for review to the Court; and

(f) The administrative determinations of the Claims Administrator accepting and rejecting claims may be presented to the Court by Plaintiff's Counsel, on notice to Defendants' Counsel, for approval by the Court in a Class Distribution Order.

17. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, and Disputed Claims not previously resolved will be subject to investigation and discovery pursuant to the Alabama Rules of Civil Procedure or other applicable Court rules, provided that such investigation and discovery shall be limited to that claimant's status as a Class Member and the validity and amount of the claimant's claim. No discovery shall be allowed to be directed to Defendants or any of the Released Defendants' Parties, and no discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.

18. Payment pursuant to this Stipulation shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved by the Court shall be barred from any participation in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Defendants' Parties concerning the Released Claims. No Person shall have any claim against Plaintiff or any of its counsel, or the Claims Administrator, or other agent designated by Plaintiff's Counsel, based on the distributions made substantially in accordance with this Stipulation and the Settlement set forth herein, the Plan of Allocation, or any orders of the Court.

19. The Court shall retain jurisdiction over the Action for settlement purposes with respect to (a) matters relating to the approval of the settlement, including the approval of any

requested Fee and Expense Application and ruling on any opt-out requests; (b) all proceedings with respect to the administration of the Settlement, including the processing and determination of proofs of claims and any controversies relating thereto (including disputed questions of law and fact with respect to the validity of proofs of claims); and (c) such other matters as to which continuing jurisdiction is required to effectuate the Settlement. Subject to the foregoing provisions of this paragraph, the Parties agree that their rights and obligations arising out of the Stipulation or Settlement shall be litigated, if necessary, in the state or federal courts of the State of New York, and the Parties each agree to submit to personal jurisdiction in the State of New York and to venue in the County of New York for purposes of any such litigation. Proceedings with respect to the Fee and Expense Application and the administration of the Settlement shall not delay or affect the finality of the Judgment.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

20. The Net Settlement Fund shall be distributed by the Claims Administrator to, or for the account of, Authorized Claimants, as the case may be, only after the Effective Date and after: (i) all claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance pursuant to the procedures described in this stipulation; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired; (iii) all matters with respect to the Fee and Expense Application have been resolved by the Court, all appeals therefrom have been resolved or the time therefor has expired; and (iv) all fees and costs of administration have been paid.

21. Plaintiff's Counsel may apply to the Court for entry of an order (the "Class Distribution Order") approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the claims submitted herein and approving any fees and expenses not previously applied for, including the fees and expenses of the Claims Administrator, and, if the Effective Date has occurred, directing payment of the Net Settlement Fund to or for the account of Authorized Claimants, as the case may be.

TERMS OF PRELIMINARY APPROVAL ORDER

22. Promptly after this Stipulation has been fully executed, Plaintiff's Counsel shall apply to the Court by motion on notice for entry of the Order for Notice and Hearing (a/k/a the Preliminary Approval Order), substantially in the form annexed hereto as Exhibit A, and Defendants shall join (upon Plaintiff's Counsel's request) in requesting entry of such an Order. Plaintiff and Defendants, by their counsel, shall jointly request that the postmark deadline for

objecting and/or submitting exclusions from this Settlement be set at least twenty-one (21) calendar days prior to the Settlement Fairness Hearing. Upon receiving any objection(s) and/or request(s) for exclusion (“Requests for Exclusion”), the Claims Administrator shall promptly notify, within no later than three (3) business days of receipt, both Plaintiff’s Counsel and Defendants’ Counsel of such objection(s) and/or Requests for Exclusion.

TERMS OF FINAL JUDGMENT

23. If the Settlement contemplated by this Stipulation is approved by the Court following the Settlement Fairness Hearing and in accordance with applicable law, Plaintiff, through Plaintiff’s Counsel shall request that the Court enter a Final Judgment substantially in the form annexed hereto as Exhibit B. Upon request by Plaintiff’s Counsel to Defendants’ Counsel, Defendants shall join Plaintiff in making such request.

24. Upon the Court entering the Final Judgment, the Action shall be dismissed against the Defendants with prejudice and without costs.

EFFECTIVE DATE OF SETTLEMENT, WAIVER, AND TERMINATION

25. The Effective Date of Settlement shall be the date when all the following shall have occurred and shall be conditioned on the occurrence of all of the following events:

(a) MetLife has caused the Settlement Amount to be paid into the Settlement Fund pursuant to this Stipulation;

(b) The Court has entered the Order for Notice and Hearing in all material respects in the form attached hereto as Exhibit A;

(c) final approval by the Court of the Settlement, following notice to the Class and a hearing;

(d) Defendant MetLife has not exercised its option to terminate the Stipulation pursuant to ¶ 27 below;

(e) no Party has exercised his, her, or its rights to terminate the Stipulation pursuant to ¶ 28 below; and

(f) entry by the Court of a Final Judgment, substantially in the form of Exhibit B annexed hereto, and the Final Judgment becomes Final, or, in the event that the Court enters a final judgment in a form other than that provided above (“Alternative Judgment”) and neither Plaintiff nor any of the Defendants elect to terminate this Settlement, the date that such Alternative Judgment becomes Final.

26. Notwithstanding any other provision herein, any proceeding or order, or motion for reconsideration, appeal, petition for a writ of certiorari or its equivalent pertaining solely to any Plan of Allocation and/or Fee and Expense Application, shall not in any way delay or preclude the Effective Date.

27. If, prior to the Settlement Fairness Hearing, Persons who otherwise would be members of the Class have filed with the Court valid and timely Requests for Exclusion from the Class (in accordance with the provisions of the Order for Notice and Hearing and the Notice given pursuant thereto) requesting to exclude themselves from the Class in an amount greater than the amount specified in a separate Supplemental Agreement between the Parties (the “Supplemental Agreement”), MetLife, in its sole and absolute discretion, shall have the option to terminate this Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed with the Court unless and until a dispute among the Parties concerning its interpretation or application arises, and in such event the Supplemental Agreement will be filed under seal. Copies of all Requests for Exclusion

received by the Claims Administrator, together with copies of all written revocations of Requests for Exclusion, shall be delivered to Defendants' Counsel promptly, and in any event within three (3) business days of receipt or twenty-one (21) calendar days prior to the Settlement Fairness Hearing, whichever is sooner. The required procedure for and consequences of making such an election are as follows:

(a) such option to terminate shall be exercised by serving written notice, signed by MetLife's Counsel on behalf of MetLife, upon Plaintiff's Counsel not less than ten (10) calendar days before the Settlement Fairness Hearing; and

(b) if MetLife exercises its option to terminate the Settlement as provided herein, and if Plaintiff has not thereafter caused the written retraction of sufficient requests for exclusion, as provided in the Supplemental Agreement, such that the remaining requests for exclusion do not equal or exceed the percentage set forth in the Supplemental Agreement, this Stipulation will be null and void, and the provisions of ¶29 hereof will apply.

28. In addition, (A) Plaintiff (through its counsel) shall have the right to terminate the Settlement and this Stipulation as to any or all Defendants, and (B) each Defendant (through its respective counsel) shall have the right to terminate the Settlement and this Stipulation as to Plaintiff and the Class, by providing written notice of their respective election(s) to do so under this paragraph (a "Termination Notice") to all other Parties hereto within thirty (30) days of the date on which: (a) the Court enters an order declining to enter the Order for Notice and Hearing in any material respect or, if later, the date on which such order becomes final and non-appealable; (b) the Court enters an order refusing to approve this Stipulation or any material part of it or, if later, the date on which such order becomes final and non-appealable; (c) the Court enters an order declining to enter the Final Judgment in any material respect, or, if later, the date

on which such order becomes final and non-appealable; (d) the Final Judgment is modified or reversed by an appellate court in any material respect or, if later, the date on which such modification or reversal becomes final and non-appealable; or (e) an Alternative Judgment is modified or reversed by a court of appeal or any higher court in any material respect, or, if later, the date on which such modification or reversal becomes final and non-appealable. The Court's determination as to the Fee and Expense Application and/or any Plan of Allocation, or any determination on appeal from any such order, shall not provide grounds for termination of the Stipulation or Settlement.

29. If a Termination Notice is served pursuant to ¶28 of this Stipulation: (i) the Parties shall revert to their litigation positions as of August 23, 2016; (ii) the Settlement Amount, including any interest accrued, shall be returned within 14 days to MetLife, less any taxes paid or due and less any notice or administrative expense actually incurred, and (iii) the Parties shall jointly move the Alabama Supreme Court to lift the stay of the mandamus petition (or otherwise allow that petition to be heard) and, except as otherwise expressly provided herein, the Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered. In addition, in such event, at the request of MetLife's Counsel the Escrow Agent shall apply for any tax refund owed on the Settlement Fund and pay the proceeds to MetLife.

NO ADMISSION OF WRONGDOING

30. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or claims of Defendants against their insurers, or their insurers' subsidiaries, predecessors, successors, assigns, affiliates, or representatives. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or claims relating to indemnification, advancement, or

any undertakings by an indemnified party to repay amounts advanced or paid by way of indemnification or otherwise.

31. Defendants have denied and continue to deny each and all of the claims and contentions alleged by Plaintiff in the Action. Defendants have expressly denied and continue to deny any improper conduct or violation of the federal securities laws or regulations and state that they are entering into this Settlement to eliminate the burden, risk and expense of further litigation. In addition, Defendants have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged in the Actions including, but not limited to, any allegations that (a) Defendants made any false or misleading statements or actionable omissions regarding MetLife's use or non-use of the DMF, or any related governmental inquiries or investigations, (b) Defendants omitted to disclose any information required to be disclosed by federal securities laws; (c) any of MetLife's financial statements were not prepared in accordance with GAAP; (d) any allegedly misstated or omitted information was material or caused the price of MetLife CEUs to decline; or (e) Defendants caused Plaintiff or the Class to suffer any damage or harm as a result of any of the acts or omissions that Plaintiff alleges. Defendants consent to the jurisdiction of this Court for settlement-related purposes only, as set forth in the proposed Final Judgment attached as Exhibit B hereto, but otherwise would deny such jurisdiction and expressly reserve their rights to contest the same. Defendants reiterate their intention to pursue the pending Petition in the event that the Settlement is not consummated in accordance with its terms or otherwise does not become Effective.

32. This Stipulation, whether or not consummated, including any and all of its terms, provisions, exhibits, and prior drafts, and any negotiations or proceedings related or taken pursuant to it:

(a) shall not be offered or received in evidence against Defendants or the Released Defendants' Parties as evidence of a presumption, concession, or admission by Defendants, or any of them, with respect to the truth of any fact alleged by Plaintiff or the validity of any claim that has been or could have been asserted in the Action or any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or any litigation;

(b) shall not be offered or received in evidence against Defendants or the Released Defendants' Parties as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendants, or any of them, in any other civil, criminal, or administrative action or proceeding in any court, arbitration proceeding, administrative agency, or forum or tribunal in which the Defendants are or become parties, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court and becomes effective pursuant to its terms, Defendants or the Released Defendants' Parties may refer to it and/or the Final Judgment to effectuate the liability protections granted them hereunder;

(c) shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiff or any of the Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund; and

(d) notwithstanding the foregoing, Defendants, Plaintiff, Class Members, Released Defendants' Parties and/or Released Plaintiff's Parties may file the Stipulation and/or the Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. This ¶32 shall survive any termination of this Stipulation.

MISCELLANEOUS PROVISIONS

33. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein and are material and integral parts hereof.

34. The Parties to this Stipulation intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and/or any Class Member against the Released Defendants' Parties with respect to the Action and the Released Claims. Accordingly, Plaintiff and Defendants agree not to assert in any judicial proceeding that the Actions were brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Parties agree not to assert in any judicial proceeding that any party violated Rule 11 of the Federal Rules of Civil Procedures, Rule 11 of the Alabama Rules of Civil Procedure or any similar rule or statute, in connection with the commencement, maintenance, defense, litigation and/or resolution of the Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length in good faith by the Parties under the auspices of a highly experienced mediator, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

35. MetLife warrants and represents, as to itself only, that it is not "insolvent" within the meaning of 11 U.S.C. § 101(32) as of the date the Stipulation is executed, and that it will not

be “insolvent” within the meaning of 11 U.S.C. § 101(32) as of the time the Settlement Amount is actually transferred or made. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining that the transfer made pursuant to ¶4 above of the Settlement Amount, or any portion thereof, to the Settlement Fund is a preference, voidable transfer, fraudulent transfer, or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law, and any portion thereof is required to be refunded and such amount is not promptly deposited in the Settlement Fund by or on behalf of one or more solvent Defendants, then, at the election of Plaintiff’s Counsel, as to MetLife, the settlement may be terminated and the releases given and the judgment entered in favor of MetLife pursuant to the Settlement shall be null and void. In such instance, the releases given and the judgments entered in favor of Defendants other than MetLife shall remain in full force and effect. Alternatively, Plaintiff’s Counsel may elect to terminate the entire settlement as to all Defendants and all of the releases given and the judgments entered in favor of the Defendants pursuant to the settlement shall be null and void and Plaintiff may proceed as if the Settlement were never entered into.

36. Defendants expressly preserve any and all defenses to any potential claims that are or may be filed by any opt-out plaintiffs.

37. This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties hereto or their respective successors.

38. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

39. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

40. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among the Parties hereto concerning the Settlement of the Action and supersede any prior agreement, whether oral or written, concerning that subject, including without limitation the Parties' Memorandum of Understanding dated August 23, 2016. No representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation and its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

41. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Stipulation shall exchange among themselves original signed counterparts. Signatures sent by facsimile or by pdf via email by Plaintiff's Counsel or Defendants' Counsel shall be deemed originals.

42. This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs, and legal representatives of the Parties hereto. No assignment shall relieve any party hereto of obligations hereunder.

43. The Stipulation shall be considered to have been negotiated, executed, and delivered in the State of New York, and its terms shall be construed in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to its choice-of-law principles, except to the extent that federal law requires that federal law governs.

44. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations

between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

45. Each counsel and each other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

46. The Parties shall use their best efforts and take all necessary steps to consummate the Settlement contemplated herein, and shall cooperate fully with one another in seeking judicial approval of the Order for Notice and Hearing, of the Stipulation and of the Settlement as expeditiously as is practicable.

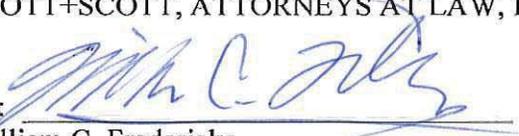
47. Pending approval by the Court of this Stipulation, all proceedings in this Action shall be stayed and Class Members shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Defendants' Parties.

48. Within ten (10) business days of final approval of the Settlement, Defendants shall withdraw with prejudice their mandamus petition presently pending before the Alabama Supreme Court.

49. Except as otherwise provided herein, each party shall bear its own costs.

DATED: October 28, 2016

SCOTT+SCOTT, ATTORNEYS AT LAW, LLP

By: 

William C. Fredericks

Joseph P. Guglielmo

230 Park Avenue, 17th Floor

New York, New York 10169

Tel: (212) 223-6444

David R. Scott
Amanda F. Lawrence
Stephen J. Teti
156 South Main St.
Colchester, Connecticut 06415
(860) 537-5537

Attorneys for Plaintiff and the Putative Class

DEBEVOISE & PLIMPTON LLP

By: 

Maeve L. O'Connor
Elliot Greenfield
919 Third Avenue
New York, New York 10022
Tel: (212) 909-6000

John N. Bolus
Richard J. Davis
MAYNARD, COOPER & GALE, P.C. 1901 Sixth
Avenue North, Suite 2400
Birmingham, Alabama 35203
Tel: (205) 254-1000

*Attorneys for Defendants MetLife, Inc., C. Robert
Henrikson, William J. Wheeler, Peter M. Carlson,
Sylvia Mathews Burwell, Eduardo Castro-Wright,
Cheryl W. Gris , R. Glenn Hubbard, John M.
Keane, Alfred F. Kelly, Jr., James M. Kilts,
Catherine R. Kinney, Hugh B. Price, David Satcher,
Kenton J. Sicchitano and Lulu C. Wang*

DLA PIPER LLP (US)

By: _____
Timothy E. Hoeffner
John J. Clarke, Jr.
1251 Avenue of the Americas
New York, New York 10020

David R. Scott
Amanda F. Lawrence
Stephen J. Teti
156 South Main St.
Colchester, Connecticut 06415
(860) 537-5537

Attorneys for Plaintiff and the Putative Class

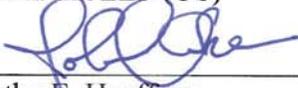
DEBEVOISE & PLIMPTON LLP

By: _____
Maeve L. O'Connor
Elliot Greenfield
919 Third Avenue
New York, New York 10022
Tel: (212) 909-6000

John N. Bolus
Richard J. Davis
MAYNARD, COOPER & GALE, P.C. 1901 Sixth
Avenue North, Suite 2400
Birmingham, Alabama 35203
Tel: (205) 254-1000

*Attorneys for Defendants MetLife, Inc., C. Robert
Henrikson, William J. Wheeler, Peter M. Carlson,
Sylvia Mathews Burwell, Eduardo Castro-Wright,
Cheryl W. Gris , R. Glenn Hubbard, John M.
Keane, Alfred F. Kelly, Jr., James M. Kilts,
Catherine R. Kinney, Hugh B. Price, David Satcher,
Kenton J. Sicchitano and Lulu C. Wang*

DLA PIPER LLP (US)

By:  _____
Timothy E. Hoeffner
John J. Clarke, Jr.
1251 Avenue of the Americas
New York, New York 10020

Tel: (212) 335-4500

Samuel H. Franklin
Wesley B. Gilchrist
LIGHTFOOT FRANKLIN & WHITE, LLC
400 North 20th Street
Birmingham, AL 35203-3202
Tel: (205) 581-0700
Fax: (205) 581-0799

*Attorneys for Defendants Goldman, Sachs & Co.,
Citigroup Global Markets Inc., Credit Suisse
Securities (USA), LLC, Barclays Capital, Inc.,
Deutsche Bank Securities, Inc., J.P. Morgan
Securities, LLC, Merrill Lynch, Pierce, Fenner &
Smith Incorporated, Morgan Stanley & Co. LLC,
UBS Securities LLC and Wells Fargo Securities
LLC*