

Exhibit 1.31

Form of Facilitation Plan

Facilitation Plan

By and Between

Guaranty Association Benefits Company

and

**Participating SSA Contractowners
(as defined herein)**

**Pursuant to Section 1.31 of the Agreement of
Restructuring in Connection with the Liquidation of Executive
Life Insurance Company of New York**

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FACILITATION PLAN
Pursuant to
AGREEMENT OF RESTRUCTURING IN CONNECTION
WITH THE LIQUIDATION OF EXECUTIVE
LIFE INSURANCE COMPANY OF NEW YORK

This Facilitation Plan is effective as of the Effective Date specified below by and between Guaranty Association Benefits Company (“GABC”) and each owner of structured settlement annuities (“SSAs”) originally issued by Executive Life Insurance Company of New York (“ELNY”) that joins with GABC by executing and delivering counterparts of this Facilitation Plan, as hereinafter provided (each such owner a “Participating SSA Contractowner”).

Recitals

A. As of the Effective Date ELNY, a New York-domiciled life insurance company, is the subject of a final order of liquidation (the “Liquidation Order”) and an order (which may be combined with the Liquidation Order) approving an Agreement of Restructuring in Connection With the Liquidation of Executive Life Insurance Company of New York (the “Restructuring Agreement”), each entered by the Supreme Court of Nassau County of the State of New York, in In the Matter of Executive Life Insurance Company of New York (Index No. 8023/91).

B. GABC is a District of Columbia, non-stock, not-for-profit captive insurance company created by the PGAs (i) to facilitate the PGAs’ and the New York Article 75 GA’s satisfaction of their statutory and tax-exempt purposes related to ELNY in a coordinated and efficient manner, (ii) to mitigate in accordance with Section 6.1 of the Restructuring Agreement the losses experienced by those who rely upon ELNY’s Contracts to the extent those Contracts provide Non-Covered Benefit Payments, (iii) to assume all the responsibility to provide all benefits under Covered Contracts and Wrapped Obligations and the Supplemental Benefits pursuant to the Reinsurance and Assumption Agreement, and (iv) to use commercially reasonable efforts to further the special purpose of facilitating payments from Participating SSA Contractowners to payees in accordance with this Facilitation Plan.

C. Each Participating SSA Contractowner expects to make or provide for payments (“Owner Payments”) to supplement benefits payable to structured settlement payees under its ELNY Restructured Contracts, as enhanced, assumed and reinsured pursuant to the Restructuring Agreement and the Definitive Agreements as defined therein (“GABC Contracts”), and to coordinate its Owner Payments with payments under the corresponding GABC Contracts; and GABC desires to facilitate such Owner Payments and to participate in such coordination.

D. GABC has delegated responsibility for administration of the benefit payments under GABC Contracts to Alliance-One Services, Inc. (“Alliance-One”), to serve as GABC’s initial third-party administrator pursuant to a “Non-Marketing Third Party Administrator Agreement” dated March 16, 2012 (the “TPA Agreement”). As used herein the term “GABC TPA” refers to Alliance-One and any successor third-party administrator for

GABC, and the term “TPA” refers to the GABC TPA and any third-party administrator for a party to this Facilitation Plan other than GABC.

NOW, THEREFORE, in consideration of the mutual benefits to be received by the parties and the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

Definitions; Eligibility for TPA-Administered Owner Payments

Capitalized terms used and not otherwise defined herein have the meanings set forth in the Restructuring Agreement. Solely for purposes of this Facilitation Plan, no GABC Contract shall be deemed to be eligible for TPA-Administered Owner Payments (as defined in Section 2.2 below) until such time as a Participating SSA Contractowner shall have notified GABC that it will provide Owner Payments to the payee or payees under such GABC Contract and shall have entered into the Owner Payment Administration Agreement as defined in Section 2.4 below.

ARTICLE II

Coordination of Owner Payments and Payments under GABC Contracts

Section 2.1 Amounts of Owner Payments and Corresponding Payments under GABC Contracts. As soon as practicable following execution of this Facilitation Plan by GABC and a Participating SSA Contractowner (and regardless of whether the Participating SSA Contractowner enters into an Owner Payment Administration Agreement), GABC shall furnish, or cause its consultants to furnish, to such Participating SSA Contractowner through an appropriate and secure electronic method of GABC’s choosing a schedule (the “GABC/Owner Payment Schedule”) showing the following information, as contained in the then-current version of Schedule 1.15 to the Restructuring Agreement or related databases maintained by GABC or its consultants, for each ELNY SSA (i) of which such Participating SSA Contractowner is identified as the Contractowner and (ii) for which the “Total Percentage of Contract Protected” is less than 100 percent:

- a. The identification number of such ELNY SSA and the identification number of the corresponding GABC Contract;
- b. The following contract record data for payments due under such ELNY SSA prior to its restructuring under the Restructuring Agreement: (1) the amounts, payment intervals and due dates of all recurring payments due under such SSA; the time intervals and amounts of any cost of living adjustments of such recurring payments; and whether such recurring payments are guaranteed or life-contingent and, if guaranteed, the date of the last guaranteed payment; (2) the amounts and due dates of any remaining lump sum payments due under such SSA; (3) the name and latest known address of each party identified as the payee for any or all of the payments referred to in clauses (1) and (2) and, if different, the name

of the annuitant under the ELNY SSA; and (4) the name(s) of the designated beneficiary or beneficiaries; and

- c. the “Total Percentage of Contract Protected” (calculated to four decimal places).

As soon as practicable following any updating, amendment or adjustment of Schedule 1.15 to the Restructuring Agreement that affects any of the Participating SSA Contractowner’s ELNY SSAs or the corresponding GABC Contracts and on an annual basis (whether or not there has been any such updating, amendment or adjustment of Schedule 1.15), GABC shall furnish, or cause its consultants to furnish, to the Participating SSA Contractowner an updated GABC/Owner Payment Schedule that takes into account changes in Schedule 1.15 as well as other developments (e.g., completion of scheduled payments, deaths of payees receiving life-contingent payments, application of COLAs) since the preceding GABC/Owner Payment Schedule. Following the Participating SSA Contractowner’s receipt of the initial GABC/Owner Payment Schedule and any updated GABC/Owner Payment Schedule, GABC shall join and/or cause its consultants to join with the Participating SSA Contractowner in using reasonable business efforts to resolve any differences between the GABC contract record data identified in subsection b. above and corresponding structured settlement payment records maintained by the SSA Contractowner.

Section 2.2 Owner Payments through GABC TPA. GABC, in consultation with Participating SSA Contractowners that elect to make Owner Payments through the GABC TPA, will use reasonable business efforts to make and maintain commercially reasonable arrangements for the GABC TPA to coordinate payments of benefits under GABC Contracts with Owner Payments, so that payees identified by such Participating SSA Contractowners will receive through the GABC TPA the same total amounts that they were scheduled to receive under their structured settlement agreements and the corresponding ELNY SSAs. Owner Payments made to payees through the GABC TPA are referred to in this Facilitation Plan as “TPA-Administered Owner Payments.” All TPA-Administered Owner Payments must be funded by the Participating SSA Contract Owner through an appropriate disbursement account (each, an “Owner Account”) established, owned and maintained by such Participating SSA Contractowner, either individually or in conjunction with other Participating SSA Contractowners with which it is affiliated. Consistent with the Owner Payment Administration Agreement and the provisions of Article 5 of the TPA Agreement excerpted in Attachment 2 to the Owner Payment Administration Agreement, each Participating SSA Contractowner that wishes to make such payments shall fund and maintain a balance in its Owner Account sufficient to cover all TPA-Administered Owner Payments it authorizes. The GABC TPA will be required to handle funds in each Owner Account in a fiduciary capacity and in a manner consistent with the Owner Payment Administration Agreement. Each Participating SSA Contractowner that makes TPA-Administered Owner Payments shall authorize the GABC TPA to make withdrawals from its Owner Account for TPA-Administered Owner Payments authorized by the Participating SSA Contractowner, and to make deposits to its Owner Account with respect to any refunds relating to such payments. Neither GABC nor the GABC TPA shall bear any responsibility for funding any Owner Payments. GABC shall not accept any funds from any Participating SSA Contractowner for purposes of Owner Payments, nor shall GABC have any ownership or other

interest in or any control over any Owner Account. TPA-Administered Owner Payments may be funded directly by (or on behalf of) a Participating SSA Contractowner or by the issuer of an annuity contract acquired by a Participating SSA Contractowner. A Participating SSA Contractowner that arranges to make TPA-Administered Owner Payments may (without affecting any of its other rights and obligations under this Facilitation Plan) terminate such arrangement, effective upon not less than thirty (30) days' prior written notice to the GABC TPA and GABC, and thereafter make Owner Payments by other means; provided that following any such termination such Participating SSA Contractowner shall remain responsible for any previously incurred charges payable to the GABC TPA.

Section 2.3 Charges for Handling TPA-Administered Owner Payments and Other Services. Each Participating SSA Contractowner that wishes to make TPA-Administered Owner Payments shall timely pay directly to the GABC TPA all applicable charges for TPA-Administered Owner Payments made on behalf of such Participating SSA Contractowner, including any set up charges assessed by the GABC TPA or pass-through expenses. Such fees, charges and expenses shall be paid to the GABC TPA in accordance with the Owner Payment Administration Agreement. The GABC TPA may refuse to continue to provide the services in the Owner Payment Administration Agreement to a Participating SSA Contractowner that fails to timely pay all amounts due to the GABC TPA. GABC shall not be liable for any amounts due from any Participating SSA Contractowner to the GABC TPA. If a Participating SSA Contractowner requests reports under Section 3.4 that GABC would not otherwise generate for its own use, including without limitation reports under Section 3.4(a) at intervals more frequent than once per calendar year, GABC and/or its service providers may require the Participating SSA Contractowner to bear the cost of preparing such reports. Any such costs for services ("Supplemental GABC Services") provided to a Participating SSA Contractowner by GABC hereunder, either directly or through one or more of GABC's service providers, shall be billed to the Participating SSA Contractowner by GABC. Within thirty (30) days after receipt from GABC of an invoice for Supplemental GABC Services, a Participating SSA Contractowner shall pay the invoiced amount. GABC and each Participating SSA Contractowner that requests any Supplemental GABC Services shall agree upon a fee schedule for such services prior to commencement of the services.

Section 2.4 Owner Payment Administration Agreement. Each Participating SSA Contractowner that wishes to make TPA-Administered Owner Payments shall enter into an agreement with the GABC TPA in the form attached as Exhibit A, or such other form as may be agreed upon by GABC and any entity succeeding Alliance-One as the GABC TPA. Each such agreement is referred to as an "Owner Payment Administration Agreement." If another TPA succeeds Alliance-One as the GABC TPA, the form of agreement between Participating SSA Contractowners and such successor shall be attached hereto as Exhibit B (or, in the case of a further successor Exhibit C, D, E, etc.).

ARTICLE III
Coordination between Participating SSA Contractowners,
GABC and the GABC TPA

Section 3.1 Cooperation – Records. Each Participating SSA Contractowner shall cooperate with GABC, and GABC shall cooperate with, and use reasonable business efforts to cause the GABC TPA to cooperate with, such Participating SSA Contractowner in maintaining complete, accurate, current and consistent records pertaining to such Participating SSA Contractowner’s GABC Contracts, the identities and addresses of the payees thereunder (including parties that have been designated as beneficiaries and become payees following the deaths of annuitants), and payments made and to be made to such payees, including payments under GABC Contracts and Owner Payments, and in making such records available for review by the Participating SSA Contractowner, GABC and the GABC TPA and any TPA for the Participating SSA Contractowner; provided, however, that neither GABC nor any Participating SSA Contractowner or any TPA shall be required to make available any documents or information that are protected by attorney-client privilege or by the work product doctrine or any corresponding privilege or protection against disclosure.

Section 3.2 Confidentiality. GABC and each Participating SSA Contractowner acknowledge and agree that their respective records pertaining to the Participating SSA Contractowner’s GABC Contracts and corresponding payments and payment obligations (including without limitation the GABC/Owner Payment Schedule) include private financial information and nonpublic personal information (as such term is defined in the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.), unauthorized disclosure of which would be harmful to payees, to GABC and to such Participating SSA Contractowner and could in some cases violate express prohibitions on such disclosure. GABC and each Participating SSA Contractowner agree that all such records containing private financial information and nonpublic personal information (“Confidential Payee Information”) that is identifiable with individual payees (including without limitation the names or addresses or other identifying information or contact information for individual payees under such Participating SSA Contractowner’s GABC Contracts), shall, except as otherwise provided in the last sentence of this Section 3.2, be safeguarded and held in confidence and disclosed only (i) to their respective agents, including TPAs, on the condition that each such agent agree in writing to comply with the requirements of this Section 3.2 or, in the case of the GABC TPA, with the requirements of the TPA Agreement; (ii) in response to a written request from a payee or a payee’s guardian or designated beneficiary or authorized estate representative; (iii) to a PGA or NOLHGA for purposes of implementing the Restructuring Agreement, provided that such PGA or NOLHGA may be required as condition of such disclosure to agree to protect Confidential Payee Information that is disclosed to it under this clause (iii) from any further disclosure that would be inconsistent with this Section 3.2; and (iv) insofar as any disclosure may be required by applicable legal or administrative process, in which case the party to this Facilitation Plan receiving such process shall promptly notify the other party and seek or cooperate with the other party in seeking a protective order or other appropriate remedy. In addition, GABC shall use reasonable business efforts to: (A) cause Alliance-One to fulfill its confidentiality obligations with respect to Confidential Payee Information under the TPA Agreement, and (B) require that any party succeeding Alliance-One as the GABC TPA agree to and comply with confidentiality

obligations substantially similar to those contained in the TPA Agreement. The pertinent confidentiality provisions (Section 12) of the current TPA Agreement (as identified by GABC and Alliance-One) are set forth in Annex 1 attached hereto. If such provisions are amended or if Alliance-One is succeeded by another TPA, under a different TPA Agreement, the pertinent confidentiality provisions shall be attached as an annex to this Facilitation Plan. If either party becomes aware of any unauthorized disclosure of Confidential Payee Information, including without limitation any unauthorized disclosure by or through a TPA, such party shall promptly notify the other party of such disclosure and thereafter take or cooperate with the other party in taking reasonable measures to prevent or restrain such unauthorized disclosure. Neither party's confidentiality obligations under this Section 3.2 shall apply to information that:

- a. is or becomes publicly available through no act or omission of such party;
- b. is lawfully disclosed to such party, without restriction on further disclosure, by a third party other than ELNY, the Receiver, NOLHGA, a PGA or the New York Article 75 GA; or
- c. is independently developed by such party.

Section 3.3 Coordination on Matters Affecting Owner Payments and Payments under GABC Contracts. The Owner Payments and corresponding payments under GABC Contracts constitute separate parts of the same unitary amounts that the payees (i) are entitled to receive from Participating SSA Contractowners under structured settlement agreements, and (ii) heretofore have been entitled to receive under ELNY SSAs. Accordingly, each Participating SSA Contractowner shall consult and cooperate with GABC and, when appropriate, the GABC TPA, and GABC shall consult and cooperate, and use reasonable business efforts to cause the GABC TPA to consult and cooperate, with such Participating SSA Contractowner with respect to all matters affecting the amounts and disposition of their respective payments, including, without limitation:

- a. Communications with SSA payees, including responses to address change requests, requests for "benefits letters" (i.e., letters confirming the amounts and timing of benefit payments) and requests from personal representatives of deceased payees for valuation of continuing guaranteed payments;
- b. Calculation and confirmation of the amounts owed to SSA payees following cost of living adjustments and any other developments affecting payment amounts, including without limitation (i) any reduction of benefits under Section 5.6 or Section 7.4 of the Restructuring Agreement, under Section 4.01 or 4.03 of the Reinsurance and Participation Agreement or under Section 4.02 of the Supplemental Benefits Reinsurance and Participation Agreement; and (ii) any subsequent restoration (in whole or part) of benefits reduced under any of such provisions;

- c. Direction of payments to the correct party or parties following the death of a payee;
- d. Reviewing and responding to structured settlement factoring petitions and related information requests;
- e. Resolution of competing claims to the same payments;
- f. Responses to payees' requests for commutation of future payments;
- g. Responses to attachment, garnishment, turnover and similar proceedings and compliance with qualified domestic relations orders;
- h. Determining the proper disposition of payments following the bankruptcy of a payee;
- i. In the event of any delay of benefit payments due to be made by GABC, as provided under Section 4.10 of the Restructuring Agreement, coordination of any interim payments by Participating SSA Contractowners, including prompt reimbursement of such interim payments by GABC, either from payments made by GABC within thirty (30) days after their due dates or from later make-whole payments; and
- j. Appropriate transitional arrangements in the event of a transfer of GABC liabilities pursuant to Section 6.2 of the Restructuring Agreement.

Within five (5) business days of receiving information concerning any of such matters that would affect the timing or amount of Owner Payments and corresponding payments under GABC Contracts or affect the manner in which such payments are to be made, the party receiving such information shall share it with the other party, in order to minimize the risk of payment delays or inconsistencies between Owner Payments and corresponding payments under GABC Contracts.

Section 3.4 Reporting; Certain Notices. To enable Participating SSA Contractowners to meet their statutory and GAAP accounting obligations and to monitor GABC's financial condition, GABC shall use reasonable business efforts to provide each Participating SSA Contractowner with the following by fax, e-mail or overnight delivery:

- a. Within forty (40) days after the end of each calendar year a report showing, as of the end of such calendar year, the present value of future benefits under each GABC Contract belonging to such Participating SSA Contractowner;
- b. Within five (5) days after submission thereof, copies of all statutory statements or other reports pertaining to GABC's financial condition submitted to the Department of Insurance, Securities and Banking of the District of Columbia (or any such corresponding regulator in any other jurisdiction in which GABC

may be redomesticated, as contemplated in Section 16.26 of the Restructuring Agreement);

- c. Within forty (40) days after the end of each calendar year a statement showing, for each of the four tranches of “Remaining GABC Liabilities” identified in paragraph B. 1 of Schedule 2 to the Reinsurance and Participation Agreement (Exhibit 6.1.1) and the Supplemental Benefits Reinsurance and Participation Agreement (Exhibit 6.1.2)(the “Reinsurance and Guarantee Determination Schedule”), the following information: the present value of the future remaining benefit payments; the current amount of the corresponding Margin Account; and the totals of the following amounts used in recalculating the Margin Account since the preceding annual statement (or since Closing, in the case of the initial report): benefits paid, allocated investment income and allocated expenses (each as determined in accordance with the Reinsurance and Guarantee Determination Schedule).
- d. A copy of each of the following, within five (5) days of receipt or issuance of the same by GABC:
 - i. Any notice of a payment default by any PGA, any termination of the Restructuring Agreement as to a defaulting PGA or any reduction of benefits under Covered Contracts covered by a defaulting PGA, and any notice of a restoration of previously reduced benefits, each as contemplated under Section 5.6 of the Restructuring Agreement;
 - ii. Any Contingent Funding PGA Note received by GABC as contemplated in Section 5.6.1 of the Restructuring Agreement and any notice that principal and interest under any such Contingent Funding PGA Note will not be paid in full on or before the maturity date;
 - iii. Any notice given to PGAs that GABC needs additional funds to meet its obligations with respect to Covered Contracts, as contemplated under Section 5.7 of the Restructuring Agreement;
 - iv. Any notice of additional funding given to either the Life Insurance Companies or to the Supplemental Benefits Participating Companies under the Reinsurance and Participation Agreement or the Supplemental Benefits Reinsurance and Participation Agreement, respectively;
 - v. Any notice of any reduction of benefit payments as contemplated under Section 4.01 or 4.03 of the Reinsurance and Participation Agreement or under Section 4.02 of the Supplemental Benefits Reinsurance and Participation Agreement; and any notice of any subsequent restoration (in whole or part) of benefits reduced under any of such provisions;

- vi. Notice of any proposed transfer of GABC's liabilities, any Net Proceeds Transfer or any transfer of remaining assets to the ELNY Estate, each as contemplated under Section 6.2 of the Restructuring Agreement;
 - vii. Any notice of a Material Breach given to GABC by the Receiver, as contemplated in Section 2.4. of the Restructuring Agreement;
 - viii. Notice of any proposed delay of benefit payments due to be made by GABC, as contemplated under Section 4.10 of the Restructuring Agreement;
 - ix. Any notice of which GABC is required to provide a copy to NOLHGA and the Receiver, as contemplated under Section 5.4.3 of the Restructuring Agreement; and
 - x. Any amendment or other modification of any of the Definitive Agreements.
- e. Each party acknowledges that any failure by GABC to comply with the provisions of Section 3.4(d) could cause irreparable damage to the Participating SSA Contractowners and that such damage will be incapable of precise measurement. Therefore, in the event of any non-compliance with Section 3.4(d) by GABC, the parties agree that the Participating SSA Contractowners' sole remedy will be to seek injunctive relief to prevent breaches of the provisions of Section 3.4(d) by GABC and to enforce specifically the provisions of Section 3.4(d). For the avoidance of doubt, the parties agree that the seeking of injunctive relief and/or specific performance of the provisions of Section 3.4(d) shall be the only remedy to which the Participating SSA Contractowners are entitled for any breach by GABC of the provisions of Section 3.4(d). GABC further agrees that it will not object to the seeking of injunctive relief or specific performance by the Participating SSA Contractowners on the basis that there exists an adequate remedy at law.

Section 3.5 Designation of Coordination Representatives. Each party shall designate a primary representative and an alternate representative ("Coordination Representatives") that the other party may contact at any time for purposes of consultation and coordination as contemplated in this Facilitation Plan, including coordination on matters that may require prompt attention. Any such Coordination Representative may be an employee of a TPA but shall be familiar with this Facilitation Plan and with the ongoing administration of Owner Payments and corresponding payments under GABC Contracts. The parties' initially designated Coordination Representatives are identified on the signature pages of this Facilitation Plan. Changes in such designations may be made by either party by notice to the other as provided in Section 4.4 below.

ARTICLE IV

General Provisions

Section 4.1 Effectiveness; Schedule of Participating SSA Contractowners.

As between GABC and each Participating SSA Contractowner, this Facilitation Plan shall take effect on the date (the “Effective Date”) that is the later of (i) the Closing Date, and (ii) the first date on which both GABC and such Participating SSA Contractowner have executed and exchanged counterparts of this Facilitation Plan. GABC shall maintain a listing of the names of and current contact information for all Participating SSA Contractowners, which listing shall be attached as Schedule 1 to this Facilitation Plan and shall be amended from time to time to reflect changes in and additions to Participating SSA Contractholders’ names and contact information. Upon request of any Participating SSA Contractowner GABC shall provide a copy of the then-current version of Schedule 1.

Section 4.2 Termination.

As between GABC and any Participating SSA Contractowner this Facilitation Plan may be terminated (i) by GABC upon not less than ten (10) day’s prior written notice to such Participating SSA Contractowner of its failure to make an Owner Payment when due (unless the Participating SSA Contractowner has withheld such Owner payment because it is the subject of a bona fide dispute), or upon not less than ten (10) day’s prior written notice to such Participating SSA Contractowner of its failure to pay any fees or expenses owed to GABC or the GABC TPA when due (in each case provided that such failure is not cured before the end of the notice period); and (ii) by the Participating SSA Contractowner upon not less than thirty (30) day’s prior written notice to GABC. As between GABC and all Participating SSA Contractowners this Facilitation Plan may be terminated by GABC upon not less than six (6) months’ prior written notice to all parties that were Participating SSA Contractowners as of the date of such notice. Termination of this Facilitation Plan as to any or all Participating SSA Contractowners shall not relieve any party of any obligations incurred prior to such termination. A copy of any notice given by GABC under this Section 4.2 shall be provided concurrently to the Receiver.

Section 4.3 Delegation of Responsibilities.

GABC or any Participating SSA Contractowner may from time to time, with notice to the other, delegate performance of any or all of its responsibilities under this Facilitation Plan to a TPA or other appropriate service provider; provided that (i) no such delegation shall relieve the delegating party of liability; (ii) any such delegation must be documented in a written agreement acknowledging that the non-delegating party is a third-party beneficiary of the delegation agreement as it relates to any obligations under this Facilitation Plan and is authorized to enforce such delegated obligations against the TPA or other appropriate service provider; and (iii) in express recognition of the fact that GABC has no authority to act on behalf of any PGA or Participating SSA Contractowner in connection with any rights or obligations either has against the other, no such delegation by GABC shall be deemed in any way to prejudice, compromise or waive any rights, obligations, liabilities, causes of action or defenses thereto that any PGA or Participating SSA Contractowner may have against or to the other. Consistent with this Section 4.3, GABC and NOLHGA have entered initially into the TPA Agreement; however, Participating SSA Contractowners are not third party beneficiaries of the TPA Agreement.

Section 4.4 Notices. Any notice or other communication required or permitted to be made under this Facilitation Plan, excepting routine communications between Participating SSA Contractowners and GABC or the GABC TPA as contemplated in Sections 3.1 and 3.3 (which shall be made and documented in accordance with customary insurance company business practice) and excepting notices contemplated in Section 3.4 (which shall be made as provided in Section 3.4), shall be in writing and shall be deemed given only if delivered by hand, or mailed by certified or registered mail with postage prepaid and return receipt requested, or sent by electronic mail (“e-mail”) or facsimile transmission (provided that, in the case of facsimile transmissions and e-mails, such notifications are confirmed by telephone), as follows:

If to GABC, to:

Fred A. Buck
Vice President, Operations of GABC
36 Pintail Drive
Glassboro, NJ 08028
Phone: 856-589-0418
Facsimile: 866-351-0135
E-mail: bkassoc@aol.com

With a copy to:

Richard T. Freije, Jr.
Faegre Baker Daniels LLP
300 North Meridian Street
Suite 2700
Indianapolis, IN 46204
Phone: 317-237-1208
Facsimile: 317-237-1000
E-mail: dick.freije@faegrebd.com

If to Alliance-One Services, Inc., to:

Computer Sciences Corporation
3170 Fairview Park Drive
Falls Church, VA 75205
Attention: General Counsel
Phone: 703-641-3268
Facsimile: 703-641-3168
E-mail: wdeckelman@csc.com

With a copy to:

Michael W. Risley
President
Computer Sciences Corporation
8616 Freeport Freeway
Irving, TX 75063
Phone: 469-499-8100
Facsimile: 469-499-8240
E-mail: mrisley@csc.com

If to a Participating SSA Contractowner, to:

the address and contact information contained in the list of Participating SSA Contractowners attached hereto as Schedule 1 as may be amended from time to time

With a copy to:

Any TPA to which the Participating SSA Contractowner has delegated responsibility as provided in Section 4.3 and whose name, address and other contact information such Participating SSA Contractowner has provided to GABC by notice in conformity with this Section 4.4.

or to such other address as may be designated by a party by written notice in accordance with this Section 4.4. Any such notice or other communication will be deemed to have been given as of the date so delivered, mailed or sent by either e-mail or facsimile.

Section 4.5 Primary Contractual Relationship with GABC TPA. GABC is the primary contracting party with the GABC TPA, and notwithstanding any other provision of this Facilitation Plan, GABC may negotiate amendments to, replacement of, or termination of the TPA Agreement without consent of or advance notice to any Participating SSA Contractowner (including specifically the right to replace the GABC TPA); **provided, however**, that (i) GABC will use its reasonable business efforts to coordinate with Participating SSA Contractowners to facilitate any changes appropriate to minimize any disruption of Owner Payments occasioned by any such changes to the TPA Agreement; and (ii) no amendment to or replacement of the TPA Agreement shall relieve the GABC TPA of the obligation to maintain Confidential Payee Information in strict confidence, substantially as provided in Section 12.2.2 of Annex 1 of this Facilitation Plan. If a Participating SSA Contractowner determines, in its sole discretion, that changes in or termination of the TPA Agreement will expose it to unacceptable risks and/or costs, such Participating SSA Contractowner may, notwithstanding anything contained in Section 2.1 or Section 4.2 above, (i) immediately terminate this Facilitation Plan (as between such Participating SSA Contractowner and GABC) upon written notice to GABC, and/or (ii)

terminate its Owner Payment Administration Agreement with the GABC TPA as provided in that Agreement; however, notwithstanding any such termination by a Participating SSA Contractowner, the Participating SSA Contractowner shall remain responsible for any obligations, including fees and expenses, incurred prior to such termination.

Section 4.6 **Entire Agreement; Amendment.** This Facilitation Plan constitutes the entire agreement among the parties with respect to the subject matter hereof, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and may be amended only in a writing executed by each of the parties hereto.

Section 4.7 **Governing Law.** This Facilitation Plan shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein.

Section 4.8 **Counterparts.** This Facilitation Plan shall be separately executed and delivered by GABC and each Participating SSA Contractowner; provided, however, that Participating SSA Contractowners that are affiliates may execute the same counterpart(s). As between GABC and each Participating SSA Contractowner (or group of affiliated Participating SSA Contractowners) this Facilitation Plan may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

Section 4.9 **No Settlement or Waiver.** For the avoidance of doubt, this Facilitation Plan does not address in any way any disputes that may exist on or before the Effective Date or that may arise thereafter concerning any obligations or liabilities associated with any ELNY Contract, and nothing in this Facilitation Plan is intended to reflect any admission of liability by any PGA or by any Participating SSA Contractowner arising out of or in any way related to any ELNY Contract. Neither any PGA, nor any Participating SSA Contractowner, nor NOLHGA nor GABC nor the GABC TPA may rely on anything contained in this Facilitation Plan as evidence of any liability or obligation of any such person other than the obligations specified herein. Neither this Facilitation Plan, nor the fact that any SSA Contractowner becomes a Participating SSA Contractowner or that any PGA does not object to this Facilitation Plan or to any Participating SSA Contractowner becoming a party to this Facilitation Plan, shall be deemed to give rise to any settlement or waiver of any claim such Participating SSA Contractowner may have against any PGA or any claim any PGA may have against such Participating SSA Contractowner. Any and all such claims are reserved for separate resolution between each Participating SSA Contractowner and the affected PGA(s). Nothing herein shall be deemed to waive any rights that a Participating SSA Contractowner or a PGA may have against any other person or entity with respect to ELNY Restructured Contracts, and all such rights are expressly reserved. No provision of this Facilitation Plan or any Owner Payments shall be deemed in any way to reduce, prejudice, compromise or waive any rights, obligations, liabilities, causes of action or defenses thereto (in law or in equity) whatsoever that any PGA or Participating SSA Contractowner may have against or to the other.

Section 4.10 Construction. Nothing contained in this Facilitation Plan shall be construed to require that any party take any action that would be inconsistent with such party's contractual or statutory obligations relating to any SSA, ELNY Restructured Contract, or corresponding structured settlement agreement.

IN WITNESS WHEREOF, GABC and the undersigned Participating SSA Contractowner have caused their duly authorized representatives to execute this Facilitation Plan as of the Effective Date. Alliance-One Services, Inc. is also signing an Acknowledgement regarding this Facilitation Plan.

[Remainder Of Page Left Blank Intentionally]

GUARANTY ASSOCIATION BENEFITS COMPANY

By: _____

Name: _____

Title: _____

Date: _____

COORDINATION REPRESENTATIVES FOR GABC

Primary representative: Fred A. Buck

Address: Vice President, Operations of GABC
36 Pintail Drive
Glassboro, NJ 08028

Phone: 856-589-0418

Facsimile: 866-351-0135

E-mail: bkassoc@aol.com

Alternate representative: Richard T. Freije, Jr.

Address: Faegre Baker Daniels LLP
300 North Meridian Street
Suite 2700
Indianapolis, IN 46024

Phone: 317-237-1208

Facsimile: 317-237-1000

E-mail: dick.freije@faegrebd.com

PARTICIPATING SSA CONTRACTOWNER(S)

[Company Name]

By: _____

Name: _____

Title: _____

Date: _____

**COORDINATION REPRESENTATIVES FOR PARTICIPATING SSA
CONTRACTOWNER(S)**

Primary representative:

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

Alternate representative:

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

[Include additional signature blocks as necessary.]

By its signature below, Alliance-One Services, Inc. acknowledges that as third-party administrator for GABC pursuant to the TPA Agreement it is prepared to enter into Owner Payment Administration Agreements with Participating SSA Contractowners and otherwise to support coordination between GABC and Participating SSA Contractowners as provided for in this Facilitation Plan.

ALLIANCE-ONE SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1

List of Participating SSA Contractowners

EXHIBIT A

OWNER PAYMENT ADMINISTRATION AGREEMENT

This Owner Payment Administration Agreement (“Agreement”) is effective as of the Effective Date specified below by and between Alliance-One Services, Inc. (“Alliance-One” or the “TPA”) and the undersigned owner (the “Subscribing SSA Contractowner”) of structured settlement annuities (“SSAs”) originally issued by Executive Life Insurance Company of New York (“ELNY”).

WHEREAS, the Subscribing SSA Contractowner is a party to the Facilitation Plan Pursuant to Section 1.31 of the Agreement of Restructuring in Connection with the Liquidation of Executive Life Insurance Company of New York (the “Facilitation Plan”); and

WHEREAS, the Subscribing SSA Contractowner, as a “Participating SSA Contractowner” under the Facilitation Plan, desires to make or provide for payments (“Owner Payments”) to supplement benefits payable to structured settlement payees under its ELNY Restructured Contracts, as enhanced, assumed and reinsured pursuant to the Agreement of Restructuring in Connection with the Liquidation of Executive Life Insurance Company of New York (the “Restructuring Agreement”) and the Definitive Agreements as defined therein (such restructured, enhanced, assumed and reinsured contracts, the “GABC Contracts”); and,

WHEREAS, pursuant to the Facilitation Plan, the Subscribing SSA Contractowner desires the TPA to coordinate payments of benefits under GABC Contracts with the Subscribing SSA Contractowner’s Owner Payments (as thus coordinated, “TPA-Administered Owner Payments”), so that those payees identified by the Subscribing SSA Contractowner will receive in the aggregate, through the TPA, the same total amounts that they were scheduled to receive under their structured settlement agreements and the corresponding ELNY SSAs.

THEREFORE, the Subscribing SSA Contractowner and Alliance-One agree to the following scope of work (the “Services”), payment and reimbursement terms and other terms and conditions.

Section 1. Services.

TPA shall be responsible for the following:

1.1 Transition Phase Services (prior to Steady State Phase), including:

- Establish Subscribing SSA Contractowner’s TPA-Administered Owner Payment in TPA’s Repetitive Payment System payout software system based upon the corresponding GABC Contracts. A record for each Subscribing SSA Contractowner will be added to the corresponding original GABC contract.
- Provide for appropriate interfaces back to Subscribing SSA Contractowner.
- Provide each Subscribing SSA Contractowner with a completed and executed IRS Form W-9.

1.2 Steady State Phase Services, including:

- Process disbursements through TPA’s cash disbursement system (CDS), utilizing bank account established by Subscribing SSA Contractowner for TPA’s use.
- Process repetitive disbursements, stops, voids, reissues through CDS.
- Provide daily positive pay file to Subscribing SSA Contractowner’s bank.

- Process stop payments through bank.
- Address positive pay exceptions when notified by bank.
- Generate follow up letters for checks outstanding at 90 days.
- Purge outstanding checks at 180 days and provide file to Subscribing SSA Contractowner.
- Provide customer service support during normal business hours for questions related to payments. Consult with Subscribing SSA Contractowner prior to responding to customer inquiries that fall outside of documented operating guidelines and procedures.
- Conduct proof of existence review on a quarterly basis. Follow documented operating guidelines and procedures according to results received and inform Subscribing SSA Contractowner accordingly.
- Conduct OFAC and AML reviews in accordance with documented operating guidelines and procedures. Provide any matched results to Subscribing SSA Contractowner for its further direction.
- Provide monthly receipt, disbursement and expense reports.
- Give the Subscribing SSA Contractowner written notice of any developments adversely affecting TPA's performance of the Services, or reasonably expected to affect TPA's future performance of the Services.
- Once annually, if requested, provide copy of the most recent SSAE-16 exam performed on TPA's operations.

Section 2. Subscribing SSA Contractowner Responsibilities.

Subscribing SSA Contractowner shall be responsible for the following:

- Establish a dedicated bank account (an "Owner Account") for the TPA's use as described in Section 3 below.
- Record ledger entries for activity reported by the TPA.
- Perform bank account reconciliation.
- Escheat services for outstanding checks once purged by the TPA.
- 1099 reporting for any reportable payments made for Subscribing SSA Contractowner's account to SSA payees.
- Update its own valuation calculations based on positive pay file provided by the TPA.
- Coordinate requests with TPA for any sampling/testing required for audits/exams being performed by or on Subscribing SSA Contractowner.
- Providing direction regarding proof of existence, OFAC and AML reviews and any questions that arise from customer service support.
- Any legal advice obtained by Subscribing SSA Contractowner ([including any legal advice made available by Subscribing SSA Contractowner to TPA](#)) regarding the TPA-Administered Owner Payments.

Section 3. Payments and Collections.

Subscribing SSA Contractowner shall fund and maintain a balance in its Owner Account sufficient to cover all authorized TPA-Administered Owner Payments, and the TPA will handle funds in such Owner Account in a fiduciary capacity, all in accordance with Attachment 2 hereto, for purposes of which Subscribing SSA Contractowner shall be the "Customer."

Section 4. Authorized Personnel.

The following individuals named by the TPA are authorized to receive instructions or direction from the Subscribing SSA Contractowner, with respect to matters arising in connection with the Services being provided by the TPA:

Name	Title
Torri Tarrillion	Director, BPO Accounting Operations
Rick Thies	Managing Director, BPO Operations

The following individuals named by the Subscribing SSA Contractowner are authorized to give instructions or direction to the TPA with respect to matters arising in connection with the Services being provided by the TPA:

Name	Title

The authority of any individual identified in this Section 3 may be withdrawn, and any such individual may be replaced at any time by the appointing party by written notice to the other party.

Section 5. Fees, Charges and Expenses.

5.1 TRANSITION SERVICES FEES.

In consideration for TPA performing the Services set forth in Section 1 of this Agreement, Subscribing SSA Contractowner shall pay the TPA a fixed fee of \$3,500.00. If GABC chooses to delay implementation of the production system and not proceed to the Steady State Phase, ALLIANCE-ONE shall allow such delay for up to 24 months. If there is a delay that causes the TPA to repeat activities or adds to the Scope of Work for the Transition Phase Services, such shall be provided on a Time and Materials basis as further defined herein.

5.2 STEADY STATE SERVICES FEES.

In consideration for TPA performing the Services set forth in Section 2 of this Agreement, upon the completion of the Transition Phase Services described in Section 1 or upon the effective date of GABC's assumption of the GABC Contracts, whichever is later, Subscribing SSA Contractowner shall pay the TPA monthly Steady State Services fees as follows:

Contract months	Monthly fee includes 1 bank account and up to 100 checks processed monthly
1 – 84	\$1,500.00 per month
1 – 84	Each check processed over the 100 checks included in the monthly fee shall be billed at \$10.00 per check per month.

5.3 REIMBURSABLE EXPENSES.

In addition to all other specified fees and charges herein, Subscribing SSA Contractowner will reimburse the TPA for any necessary expenditures it incurs as defined in Section 6 of this Agreement as Reimbursable Expenses. The TPA shall take commercially reasonable steps to invoice Subscribing SSA Contractowner for any Reimbursable Expenses incurred by it within 60 days of the TPA receiving an invoice for an expenditure made on behalf of Subscribing SSA Contractowner.

5.4 PAYMENT TERMS.

The TPA will invoice the Subscribing SSA Contractowner monthly for all fees and charges, within fifteen (15) calendar days of the month's end, and it will be deemed that Subscribing SSA Contractowner shall have received the invoice five (5) days after invoice mailing. Each invoice shall itemize all fees and charges, including Reimbursable Expenses (as hereinafter defined), which shall be identified in a format corresponding to the categories of expenses set forth in Section 6, Category 1 of this Agreement. Payment will be due upon receipt of the invoice. If any invoice is not paid within thirty (30) days of receipt by the Subscribing SSA Contractowner, the Subscribing SSA Contractowner will pay the TPA interest on the amount due, beginning thirty- five (35) days after the invoice is mailed by the TPA, at a rate of 1.5% per month, or the highest rate permitted by applicable law if that is less. However, the charging of interest is not a consent to late payment. The Subscribing SSA Contractowner will reimburse the TPA for any costs or attorneys fees reasonably incurred by the TPA to collect overdue amounts. Neither the failure of the TPA to deliver an invoice for charges incurred hereunder nor any error in the amount billed by the TPA for such charges shall constitute a waiver by the TPA of the Subscribing SSA Contractowner's obligations to pay such charges. Subscribing SSA Contractowner shall pay the undisputed portion of all invoices when due. Such late charges and other reimbursement will not apply to disputed amounts until thirty (30) days after the dispute is resolved (if the dispute is resolved in the TPA's favor).

5.5 TAXES.

The TPA shall be responsible for federal, state and local income taxes levied on the TPA's net income and for property taxes on any assets it owns or leases. Subscribing SSA Contractowner shall pay or reimburse the TPA for all federal, state or local sales or use taxes, data processing taxes, and amounts levied in lieu thereof based on charges set, services performed or to be performed, or payments made or to be made hereunder. Subscribing SSA Contractowner shall not be entitled to deduct the amount of any such taxes from payments made to the TPA. All taxes payable by Subscribing SSA Contractowner hereunder shall become due when billed by the TPA to Subscribing SSA Contractowner, or when assessed, levied or billed by the appropriate taxing authority, even though such billing shall occur subsequent to expiration or termination of the services being provided under this Agreement, and shall be paid by Subscribing SSA Contractowner, as applicable, within 30 days of receipt of a bill from the TPA.

5.6 CPI ESCALATION.

Beginning the first anniversary after the effective date of the Steady State Phase, the rates and charges set forth in this Agreement shall be increased effective as of that anniversary and each anniversary thereafter by an amount equal to the percentage increase in the Consumer Price Index for all Urban Consumers (Professional Services) ("CPI"), published by the United States Bureau of Labor Statistics, from the immediately preceding calendar year times the rates and charges in effect for the immediately preceding calendar year.

Section 6. Reimbursable Expenses.

Subscribing SSA Contractowner will reimburse the TPA for “Reimbursable Expenses” (as hereinafter defined) incurred by TPA on behalf of the Subscribing SSA Contractowner in performing the Services.

“Reimbursable Expenses” means, whether supplied by the TPA or third-parties, all consumable and disposable supplies and business expenses, and reasonable associated third-party labor charges necessary to the TPA’s performance. It is understood that the TPA is not responsible for the cost of providing any such consumable or disposable supplies or business expenses.

Reimbursable Expenses usually fall into two categories. The first category is expenses associated with day to day operational support of TPA-Administered Owner Payments. The second category is expenses that are typically associated with additional services that are requested by Subscribing SSA Contractowner from time to time. Subscribing SSA Contractowner will not be responsible to reimburse any additional expenses necessary to rectify errors or incidents resulting from the TPA’s failure to perform the Services.

Category 1:

The following types of items are considered Reimbursable Expenses when in support of the Services being provided to Subscribing SSA Contractowner, when applicable:

1. Postage and meter charges for postage costs, including envelope and mailing costs.
2. Mail service rentals including P.O. Box rental, postage meter rental and supplies.
3. Expense and charges associated with United States Postal Service forwarding services and change of address notification.
4. Delivery/courier services for collecting and delivering mail and bank deposits.
5. Overnight delivery charges incurred as authorized by Subscribing SSA Contractowner from time to time for certain business activities.
6. Communications equipment, software, and usage including any communications equipment and software used or required to facilitate access to TPA’s facilities or systems by Subscribing SSA Contractowner and any phone lines, modems, installation and usage charges incurred by the TPA to provide such access, including the set-up and on-going charges related to toll free numbers.
7. Toll Free phone line charges as well as outbound long distance phone and facsimile usage, if applicable.
8. Banking fees including all costs and expenses incurred in connection with Subscribing SSA Contractowner’s direct banking or custodial arrangements (to the extent that Subscribing SSA Contractowner does not pay them directly).
9. Credit Service Charges (i.e. FirstData, Equifax or comparable service) incurred in return mail or bad address processing, if any.
10. Cost of printing including any for special forms and envelopes including costs incurred in producing custom or Subscribing SSA Contractowner specific forms reports, check stock, including special paper, stationery, envelopes, forms, checks, and letterhead or graphics. Printing may also include blank stock and the cost of set-up and printing (including per impression costs) of confirmation statements, contract file folders, checks, specification pages, envelopes, and any other required forms, letters or reports and costs of labor for folding, inserting and mailing functions.

11. Audit costs including the expenses, other than labor, incurred in connection with outsourcing duplication of records requested by Subscribing SSA Contractowner during any of its regulatory or other examinations including but not limited to market conduct examinations, department of insurance or outside accounting firm financial audits.
12. Records retrieval including costs incurred in producing, at Subscribing SSA Contractowner request, copies of records for purposes other than the performance of the Services.
13. Normal and reasonable travel, meal and lodging expenses incurred during the TPA's performance of the Services when travel is authorized by Subscribing SSA Contractowner.
14. Third party e-mail encryption fees (i.e. Messagelabs), if necessary for transmitting confidential information to Subscribing SSA Contractowner.
15. Third party proof of existence fees, if any.

Category 2:

Expenses for any other supplies and third party services agreed to by the Subscribing SSA Contractowner and the TPA from time to time.

Section 7. Time and Materials Basis and Rates.

Subscribing SSA Contractowner may, from time to time, require additional services outside of the scope of Services as provided for in this Agreement. These services will be provided on a Standard Time and Materials basis as set forth below using the form for a Request for Additional Services attached as Attachment 1 to this Agreement. Also, for "Indian Resources", CPI increases shall be modified with the Consumer Price Index for Urban Non-Manual Employees of the Government of India Ministry of Statistics and Programme Implementation Central Statistical Organisation, all India average, during the most recent 12 month period for which figures are available, and continuing on each anniversary of the effective date of the Steady State Phase of this Agreement. In the event the Government of India Ministry of Statistics and Programme Implementation Central Statistical Organisation shall stop publishing the Index or shall substantially change the content or format thereof, the parties shall substitute another comparable measure published by a mutually agreeable source. However, if such change is merely to redefine the base year for the Index, the parties shall continue to use the Index but shall make such conversions as are necessary.

The following are the Standard Time and Materials Rates applicable to services to be performed on a Time and Materials Basis by the TPA. All rates are stated in U.S. dollars. These rates are subject to change annually, effective upon not less than sixty (60) days' advance written notice to Subscribing SSA Contractowner.

1. PERSONNEL TIME

A. Business Process Personnel Rates.

TPA's Titles/Skill Level	Hourly Rate
Administrative I (N01-N03)	\$ 35.00
Administrative II (N04-N06)	\$ 50.00
Associate (N07-N11)	\$ 65.00
Staff (S01-S02)	\$ 75.00
Senior Staff (S03-S04)	\$ 95.00
Manager/Specialist (S05)	\$120.00
Senior Manager (S06)	\$150.00
Principal/Director (S07)	\$200.00

B. Information Technology Personnel Rates.

	Hourly Rate
Associate (S01-S03)	\$70.00
Consultant (S04-S05)	\$110.00
Senior Consultant (S06)	\$150.00
Principal (S07)	\$200.00
Management (S06)	\$160.00
Management Principal (S07)	\$250.00
*India Offshore	\$28.00
*India Onshore	\$80.00
*South Africa Offshore	\$70.00

For on-site support at Subscribing SSA Contractowner facility, the hourly rates in A and B above require a two (2) day minimum fee. Normal and reasonable travel, meal and lodging expenses incurred during the TPA's performance of its services when travel is authorized by Subscribing SSA Contractowner will apply.

*Note: Use of these Personnel optional at Subscribing SSA Contractowner's request.

2. COMPUTER TIME

	Rate
CPU mainframe Processing	\$400.00/hr
CICS Processing	\$418.00/hr
DASD Occupancy	\$0.064/mb
Print Lines (\$/1,000,000 lines)	\$1,875.00

Section 8. Term and Termination.

This Agreement shall take effect on the date (the "Effective Date") that is the later of (i) the Closing Date under the Restructuring Agreement, and (ii) the first date on which (A) GABC and the Subscribing SSA Contractowner have executed and exchanged counterparts of the Facilitation Plan and (B) Alliance-One and the Subscribing SSA Contractowner have executed and exchanged counterparts of this Agreement. Commencing on the Effective Date, this Agreement shall remain in effect for as long as the TPA Agreement remains in effect, including any renewal or extension of the term of the TPA Agreement. Subscribing SSA Contractowner may, however, terminate this Agreement earlier, without cause at any time, provided that Subscribing SSA Contractowner gives the TPA at least thirty (30) days prior written notice of Subscribing SSA Contractowner's desire to terminate. The TPA may terminate this Agreement if Subscribing SSA Contractowner does not timely pay for any fees, charges or expenses within the timeframes specified in this Agreement.

Section 9. Warranty.

TPA warrants that the Services will be performed in a professional and workmanlike manner and in accordance with all laws, regulations and industry standards applicable to it as a third party administrator providing such services. Subscribing SSA Contractowner may not claim a breach of this warranty for any particular Service more than ninety (90) days after that Service is performed. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10. Limitation of Liability.

10.1 General Limit. In case of any claim by Subscribing SSA Contractowner against TPA related to this Agreement or any transaction under this Agreement, regardless of the basis of the claim, TPA will be liable only for:

- a. bodily injury (including death), and damage to real property and tangible personal property; and
- b. the amount of actual loss or damage suffered by Subscribing SSA Contractowner, up to the amount paid to TPA by Subscribing SSA Contractowner under this Agreement.

10.2 Correction. Where Subscribing SSA Contractowner's claim relates to a default in performance of a Service, Subscribing SSA Contractowner will give TPA a reasonable opportunity to remedy the default. If TPA is able to remedy the default in a timely manner it will not be liable to Subscribing SSA Contractowner for any damages.

10.3 Disclaimer. **UNDER NO CIRCUMSTANCES WILL TPA BE LIABLE FOR THIRD-PARTY CLAIMS AGAINST SUBSCRIBING SSA CONTRACTOWNER, CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) OR INCIDENTAL DAMAGES, EVEN WHEN ADVISED OF THEIR POSSIBILITY, OR PUNITIVE DAMAGES.**

10.4 Enforcement. The limitations of liability in this section will be enforced, even if any exclusive remedy fails of its essential purpose.

Section 11. Force Majeure.

If either party is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control (other than obligations for the payment of money or the maintenance of confidentiality), such obligations shall be suspended so long as those circumstances persist, provided that the delaying party notifies the other promptly of the delay and its causes. Except where a delay is caused by the act or omission of the other party (in such event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement), any costs arising from such delay shall be borne by the party incurring the same.

Section 12. Definitions.

Capitalized terms used and not otherwise defined in this Agreement have the same meanings set forth in the Facilitation Plan.

Section 13. Miscellaneous.

13.1 Assignment or Transfer. Neither party may assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Nothing herein shall prohibit TPA from delegating performance of the Services to one of its affiliates; provided, however, that no such delegation shall relieve TPA of any of its obligations hereunder.. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

13.2 Independent Contractor. Nothing in this Agreement will be construed as creating the relationship of employer and employee, partners or joint venturers between the parties (or between or among the parties and any of their employees or other representatives). No party shall represent that it is (or that any of its employees are) an employee, partner or joint venturer with another party. All services performed hereunder by TPA shall be as an "independent contractor."

13.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement with respect to the subject matter hereof, whether oral or written, and this Agreement may not be modified except in a written instrument executed by duly authorized representatives of the parties hereto.

13.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein. Because the parties agree that this contract is not a contract for the sale of goods, this Agreement shall not be governed by any

codification of Article 2, 2A, or 2B of the Uniform Commercial Code or any reference to the United Nations Convention on Contracts for the International Sale of Goods.

13.6 Counterparts. The signatures of the parties need not appear on the same copy of this Agreement, so long as each party signs at least one counterpart of this Agreement and the copies contain the same terms.

13.7 Construction. The headings used herein are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of this Agreement. Where context so indicates, a word in the singular form shall include the plural, a word in the masculine form the feminine, and vice-versa. The word “including” and similar constructions (such as “for example”, “such as”, and “e.g.”) shall mean “including, without limitation,” throughout this Agreement. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which the party or its professional advisors participated in the preparation of this Agreement.

13.8 Severability. If any provision of this Agreement is held to be unenforceable, all other provisions will nevertheless continue in full force and effect.

13.9 Third Party Beneficiaries. The parties intend that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than Subscribing SSA Contractowner and Alliance-One.

AUTHORIZATIONS:

[Insert Name of Subscribing SSA Contractowner]

By: _____

(Name)

(Title)

(Date)

Accepted by ALLIANCE-ONE SERVICES, INC.

By: _____

(Name)

(Title)

(Date)

ATTACHMENT 1
FORM FOR USE WITH
REQUEST FOR ADDITIONAL SERVICES

Date: _____

Subscribing SSA Contractowner: _____

Subscribing SSA Contractowner Contact: _____

Prepared By: _____

DESCRIPTION OF REQUEST:

PROPOSED SOLUTION:

KEY ASSUMPTIONS:

TESTING:

TERM:

These services will commence on: _____.

Estimated date for completion: _____.

FEES FOR SERVICES:

Current Standard Time and Material Rates apply for approximately _____ hours worth of work.

Estimated cost is: _____.

Time will be billed as incurred at the current published Standard Time and Materials Rates. The hourly rates charged are dependent upon the mix of staff assigned to this project once this Request for Additional Services is approved. This estimate is an approximation of the effort required to complete this Request for Additional Services.

AUTHORIZATIONS:

[Insert Name of Subscribing SSA Contractowner]

By: _____

(Name)

(Title)

(Date)

Accepted by ALLIANCE-ONE SERVICES, INC.

By: _____

(Name)

(Title)

(Date)

ATTACHMENT 2

Applicable Excerpts from Article 5 in TPA Agreement.

5. PAYMENTS AND COLLECTIONS

5.3 Fiduciary Claims Account. CUSTOMER will establish a claims disbursement account. CUSTOMER shall fund and maintain a balance in this account necessary to sufficiently cover all claims disbursements it authorizes. ALLIANCE-ONE will handle funds in the claims account in a fiduciary capacity, and ALLIANCE-ONE will be authorized by CUSTOMER to make withdrawals from this account for:

- a. remittance to CUSTOMER when entitled thereto; or
- b. authorized claim disbursements.

5.4 Form of Payments of Claims. All claims paid by ALLIANCE-ONE from funds in the claims disbursement account or otherwise collected on behalf of CUSTOMER shall be paid only on checks or drafts of and as authorized by CUSTOMER.

5.5 Records of Transactions. If applicable, ALLIANCE-ONE shall maintain detailed books and records that reflect all administered transactions specifically in regard to premiums, premium taxes, agent's commissions, administrator's fees, contributions received and deposited and claims and authorized expenses paid. The detailed preparation, journalizing, and posting of such Books and Records shall be made in accordance with the terms and conditions of this Agreement, and to enable the CUSTOMER, if applicable, to complete the National Association of Insurance Commissioners' annual financial statement and its financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP).

5.7 Records of Disbursements. The description of a disbursement shall be in sufficient detail to identify the source document substantiating the purpose of the disbursement, and shall include all of the following: (i) the check number; (ii) the date of disbursement; (iii) the person to whom the disbursement was made; (iv) the amount disbursed; (v) ledger account number; (vi) the policy or account number; and (vii) address and/or alternate address of payee. If the amount disbursed does not agree with the amount billed or authorized, ALLIANCE-ONE shall prepare a written record as to the application for the disbursement. If the disbursement is for the earned administrative fee or commission, the disbursement shall be supported by evidential matter. The evidential matters must be referenced in the journal entry so that it may be traced for verification.

5.9 Currency. All transactions will be paid and reported in U.S. dollars. ALLIANCE-ONE is under no obligation to accept premium payments, fees and charges in any currency other than U.S. dollars.

ANNEX 1

Applicable excerpts from Article 12 in TPA Agreement.

12. CONFIDENTIALITY

12.2 CUSTOMER Personal Information. All Personal Information as that term is defined below furnished by NOLHGA, CUSTOMER or on behalf of CUSTOMER or its customers to ALLIANCE-ONE hereunder concerning the Contracts (including, without limitation, those individuals who may be deemed to be “customers” or “consumers” of CUSTOMER, as those terms are defined under Public Law 106-102, titled the Gramm-Leach-Bliley Act of 1999 and any rule promulgated thereunder, including but not limited to Regulation S-P of the Securities and Exchange Commission (collectively, the “Privacy Laws”), furnished by NOLHGA, CUSTOMER or any other party to ALLIANCE-ONE hereunder concerning CUSTOMER’S customers and consumers is confidential to CUSTOMER. ALLIANCE-ONE shall take reasonable precautions, as contemplated by the Gramm-Leach-Bliley Act of 1999 and any rules promulgated there under including any state laws or regulations, including but not limited to Regulation S-P of the Securities and Exchange Commission, to prevent the unauthorized release of such Personal Information to any third party and to prevent the use of such Personal Information for a purpose unrelated to administration of the Contracts. For purposes of this Section the following shall apply:

12.2.1 “Personal Information,” means information provided by or at the direction of NOLHGA or CUSTOMER, or to which access was provided in the course of ALLIANCE-ONE’s performance of Services under the Agreement that (i) identifies an individual (by name, signature, address, telephone number or other unique identifier), (ii) that can be used to authenticate that individual (including, without limitation, passwords or PINs, biometric data, unique identification numbers, answers to security questions, or other personal identifiers), (iii) arises from individuals as “consumers’ and customers’” of financial institutions and can be described as *nonpublic personal information* (herein “NPI”) as those terms are defined in the Gramm-Leach-Bliley Act (15 U.S.C §6801, *et seq.*). Such NPI may include, but is not limited to, names and addresses, application information, medical information, account information, and social security numbers, or (iv) is protected information under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191). An individual’s social security number, even in isolation, is Personal Information. For purposes of this Section, ALLIANCE-ONE includes its parent corporation Computer Sciences Corporation, its subsidiaries and affiliates.

12.2.2 ALLIANCE-ONE acknowledges that in the course of its engagement with NOLHGA and CUSTOMER, ALLIANCE-ONE may receive or have access to Personal Information. In recognition of the foregoing, ALLIANCE-ONE agrees that:

- a. it will keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure;
- b. it will use and disclose Personal Information solely for the purposes for which such information, or access to it, is provided according to the terms of this Agreement, and will not use or disclose such information for ALLIANCE-ONE’s own purposes or for the benefit of anyone other than NOLHGA or CUSTOMER;
- c. it will not, directly or indirectly, disclose Personal Information to anyone outside ALLIANCE-ONE, except with NOLHGA’s or CUSTOMER’s prior written consent as permitted under the terms of this Agreement; and

- d. it shall, upon the earlier of (i) completion of an engagement or termination of this Agreement or as appropriate a Work Order thereunder, (ii) determination that it has no need for Personal Information, or (iii) at any time NOLHGA or CUSTOMER requests, dispose of all records, electronic or otherwise (including all backup records and/or other copies thereof) regarding or including any Personal Information that ALLIANCE-ONE may then possess or control. Disposal may be achieved, at NOLHGA's or CUSTOMER's option, through prompt, secure delivery of the records to NOLHGA or CUSTOMER or destruction pursuant to NOLHGA's or CUSTOMER's written policy governing such destruction and in a manner that renders the records unreadable and undecipherable by any means. Upon any occurrence of (i), (ii), or (iii) above, ALLIANCE-ONE shall promptly certify in writing to NOLHGA and CUSTOMER that all such Personal Information has been destroyed or returned.

12.2.3 ALLIANCE-ONE shall be permitted to disclose Personal Information only to its employees and permitted subcontractors (individually an "Employee" and collectively, "Employees") having a need to know such information in connection with the performance of the Services. ALLIANCE-ONE shall instruct all Employees as to their obligations under this Section. ALLIANCE-ONE shall be responsible for all Employees' compliance with the terms of this Agreement. If ALLIANCE-ONE is required by law to disclose Personal Information, ALLIANCE-ONE shall promptly notify CUSTOMER in writing in advance of such disclosure, and provide CUSTOMER with copies of any related information so that CUSTOMER or NOLHGA may take appropriate action to protect the Personal Information. This notification is not applicable to disclosures made in the ordinary course of business to state and federal regulatory authorities that regulate the activities of CUSTOMER.

12.2.4 ALLIANCE-ONE acknowledges that the disclosure of Personal Information may cause irreparable injury to NOLHGA or CUSTOMER and damages, which may be difficult to ascertain. Therefore, NOLHGA and CUSTOMER shall, upon a disclosure or threatened disclosure of any Personal Information, be entitled to injunctive relief, and ALLIANCE-ONE shall not object to the entry of an injunction or other equitable relief against ALLIANCE-ONE on the basis of an adequate remedy at law, lack of irreparable harm or any other reason.

12.2.5 CUSTOMER and ALLIANCE-ONE agree to mutually work together to place any reasonable privacy and/or security policies, rules and practices, as CUSTOMER desires into the CUSTOMER's Admin Guidelines.

12.2.6 ALLIANCE-ONE shall notify CUSTOMER, promptly and without unreasonable delay, but in no event more than two (2) business days of learning that unauthorized access to, disclosure of, or breach in the security of Personal Information may have occurred or been attempted (a "Security Incident"). Thereafter, ALLIANCE-ONE shall:

- a. promptly furnish to CUSTOMER full details of the Security Incident;
- b. assist and cooperate fully with NOLHGA and CUSTOMER in ALLIANCE-ONE's investigation of ALLIANCE-ONE, Employees or third parties related to the Security Incident, including but not limited to providing NOLHGA and CUSTOMER with physical access to the facilities and operations affected, facilitating interviews with Employees and others involved in the matter, and making available all relevant records, logs, files, and data;
- c. cooperate with NOLHGA and CUSTOMER in any litigation or other formal action against third parties deemed necessary by NOLHGA or CUSTOMER to protect their respective rights; and
- d. promptly use its best efforts to prevent a recurrence of any such Security Incident.

In addition to the foregoing, ALLIANCE-ONE agrees that in the event of a Security Incident, NOLHGA and CUSTOMER shall have the sole right to determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

12.2.7 ALLIANCE-ONE certifies that to the best of its knowledge its treatment of Personal Information is in compliance with applicable laws and/or regulations with respect to privacy and data security and that it has implemented and currently maintains an effective information security program that includes administrative, technical, and physical safeguards to (a) ensure the security and confidentiality of Personal Information; (b) to protect against any anticipated threats or hazards to the security or integrity of such Personal Information; and (c) to protect against unauthorized access to, destruction, modification, disclosure or use of Personal Information. ALLIANCE-ONE shall immediately notify CUSTOMER or NOLHGA, as applicable, if ALLIANCE-ONE is in material breach of this Section.

12.2.8 In providing services under this Agreement, ALLIANCE-ONE shall take commercially reasonable steps to follow (a) during the Transition Services period, NOLHGA's MPC Privacy Procedures for Multi-State Life and Annuity Insolvencies, and NOLHGA's MPC Security Procedures for Multi-State Insolvencies (collectively "Privacy and Security Procedures"), receipt of which is hereby acknowledged by ALLIANCE-ONE, and (b) after the Transition Services period, privacy and security policies and procedures adopted by GABC that are substantially similar to the Privacy and Security Procedures. At the request of NOLHGA during the Transition Services period, or at the request of GABC after the Transition Services period, ALLIANCE-ONE shall certify that it has taken those steps. If ALLIANCE-ONE or any of its representatives commits a material breach of its obligations under Section 12.2 of this Agreement, NOLHGA shall have the right during the Transition Services period, and GABC shall have the right after the Transition Services period, to terminate this Agreement, without liability for an early termination fee, upon written notice to ALLIANCE-ONE. Any termination notice shall be sent by certified mail, shall state the basis for termination, and shall be effective immediately or at any later date specified in the termination notice.

12.3 CUSTOMER Information. ALLIANCE-ONE shall take reasonable precautions to prevent the unauthorized release of Contract Data, CUSTOMER Content and CUSTOMER Software to any third party and to prevent the use of such for a purpose unrelated to administration of the Contracts.

12.8 Confidentiality of Terms. The parties promise not to disclose the price and payment terms and conditions of this Agreement to any third party, except: (a) to a party's employees, officers, directors, members, auditors, accountants, tax advisors, attorneys, and insurance advisors, to the extent necessary when required in the normal conduct of such party's business and provided such professionals are obligated in writing or otherwise, not to otherwise use or disclose this Agreement; (b) for governmental reporting and auditing requirements; (c) as required by applicable law; or (d) as agreed to in writing by the other party. Notwithstanding the preceding sentence, with respect to the exceptions in subsections (b) and (c) above, the disclosing party must give the other party prior written notice immediately after it becomes aware of such required disclosure.

12.9 Service Center Security Procedures. ALLIANCE-ONE shall maintain and enforce reasonable security procedures for each of the facilities used by ALLIANCE-ONE (and for each approved subcontractor) and for all ALLIANCE-ONE Software Products and Systems in performing the Services, which shall comply with applicable industry standards and security regulations. Upon written request by NOLHGA or CUSTOMER, ALLIANCE-ONE will make its security procedures available for NOLHGA's or CUSTOMER's inspection.