

**EXHIBIT A**

**Stipulation**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	x
	:
<i>In re:</i>	: <b>Chapter 11</b>
	:
<b>FBI WIND DOWN, INC. (F/K/A FURNITURE</b>	: <b>Case No. 13-12329 (CSS)</b>
<b>BRANDS INTERNATIONAL, INC.), ET AL.,</b>	:
	: <b>Jointly Administered</b>
<b>Debtors.<sup>1</sup></b>	:
	:
	x

**STIPULATION BY AND BETWEEN DEBTORS, FRANK J. REARDON, JR., AND  
THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA REGARDING THE  
SURRENDER OF GUARDIAN POLICY NO. 4030774 OWNED BY REARDON AND  
COLLATERALLY ASSIGNED TO HENREDON FURNITURE INDUSTRIES, INC.**

This stipulation (the "Stipulation") is made and entered into by and between FBI Wind Down, Inc. (f/k/a Furniture Brands International, Inc.) and its affiliated debtors, including HFI Wind Down, Inc., as debtors in possession in the above-captioned cases (collectively, the "Debtors"), Frank J. Reardon, Jr. ("Reardon"), and The Guardian Life Insurance Company of America ("Guardian," together with Reardon and the Debtors, the "Parties").

**RECITALS**

WHEREAS, on September 9, 2013 (the "Petition Date"), the Debtors commenced voluntary cases under the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each debtor's tax identification number as applicable, are: FBI Wind Down, Inc. (7683); AT Wind Down, Inc. (7587); BFI Wind Down, Inc. (3217); BHF Wind Down, Inc. (8844); BR Wind Down, Inc. (8843); BT Wind Down, Inc. (1721); FBH Wind Down, Inc. (2837); FBO Wind Down, Inc. (4908); FBRC Wind Down, Inc. (1288); HFI Wind Down, Inc. (7484); HR Wind Down, Inc. (6125); HT Wind Down, Inc. (4378); LFI Wind Down, Inc. (5064); LHFR Wind Down, Inc. (9085); LV Wind Down, Inc. (8434); MSFI Wind Down, Inc. (7486); TFI Wind Down, Inc. (6574); THF Wind Down, Inc. (3139); and TR Wind Down, Inc. (6174). The Debtors' corporate headquarters is located at 1 N. Brentwood Blvd., St. Louis, Missouri 63105.

WHEREAS, the Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code and the chapter 11 cases have been consolidated for procedural purposes only and are jointly administered pursuant to Bankruptcy Rule 1015(b).

WHEREAS, on September 18, 2013, the Office of the United States Trustee for the District of Delaware appointed an Official Committee of Unsecured Creditors pursuant to section 1102(a)(1) of the Bankruptcy Code. [Docket No. 147].

WHEREAS, on the Petition Date, the Debtors filed their *Motion for Orders: (I) Approving (A) Bidding Procedures; (B) Form and Manner of Notices; (C) Form of Asset Purchase Agreement, Including Bid Protections; (II) Scheduling Dates to Conduct Auction and Hearing to Consider Final Approval of Sale, Including Treatment of Executory Contracts and Unexpired Leases; (III) Granting Related Relief; and (IV)(A) Approving Sale of Substantially All Acquired Assets; (B) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases; and (C) Granting Related Relief* [Docket No. 26].

WHEREAS, on November 22, 2013, the Bankruptcy Court entered the *Order (I) Approving Sale of All Acquired Assets; (II) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 833].

WHEREAS, Reardon owns Guardian Policy No. 4030774 on his life (the "Policy").

WHEREAS, Reardon had collaterally assigned the Policy to "Henredon Furniture Industries, Inc." ("Henredon") pursuant to an "Assignment of Life Insurance as Collateral (Split Dollar)" form (the "Collateral Assignment") executed by Reardon on January 2, 2005 and attached as Exhibit "A" hereto.

WHEREAS, under the Collateral Assignment, Reardon as assignor assigned the death benefits and/or cash value under the Policy to Henredon as "collateral security for any or all obligations now or which may arise hereafter regarding premiums advanced for or paid on the [P]olicy by [Henredon as] the [a]ssignee."

WHEREAS, Reardon has lost the original of the Policy.

WHEREAS, Henredon changed its name to "HDM Furniture Industries, Inc." ("HDM") subsequent to January 2, 2005.

WHEREAS, on November 22, 2013, the Bankruptcy Court entered an Order authorizing HDM to change its corporate name to "HFI Wind Down, Inc." ("HFI").

WHEREAS, pursuant to the terms of the Policy, Reardon as the owner of the Policy may surrender it for its net cash surrender value after HFI's collateral assignment interest in the Policy has been paid to HFI and the Collateral Assignment has been released.

WHEREAS, the Debtors seek Bankruptcy Court authority on the terms set forth herein to release HFI's collateral assignment interest in the Policy in exchange for the return of the premium paid on the Policy by HFI's predecessors.

WHEREAS, Reardon seeks Bankruptcy Court authority on the terms set forth herein to surrender the Policy to Guardian in exchange for the payment of its net cash surrender value after (i) HFI's collateral assignment interest in the Policy has been paid to HFI, and (ii) the Collateral Assignment has been released.

WHEREAS, as of January 24, 2014, the net cash surrender value of the Policy, which fluctuates, was \$241,134.12, HFI's collateral assignment interest in the Policy was \$174,370.06, and the Policy's net cash surrender value after HFI's collateral assignment interest in the Policy is paid to the Debtors and the Collateral Assignment is released was \$66,764.06.

**NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE, AND UPON THE BANKRUPTCY COURT'S APPROVAL, IT SHALL BE ORDERED AND BINDING ON ALL PARTIES IN INTEREST AS FOLLOWS:**

1. Upon Bankruptcy Court approval of this Stipulation, the Debtors shall forthwith execute the Guardian "Release of Assignment" form (the "Assignment Release Form") attached as Exhibit "B" hereto and deliver the original of the form, which must be signed by two HFI officers, dated, and notarized, to Guardian's outside counsel, Steven Maniloff at the address set forth below.
2. Upon Bankruptcy Court approval of this Stipulation, Reardon shall forthwith execute the Guardian "Life Policy Transaction Request" and "Transaction Agreement" form (the "Transaction Request Form") attached as Exhibit "C" hereto and deliver the original of the form to Guardian's outside counsel, Steven Maniloff at the address set forth below.
3. Within fourteen (14) calendar days following the receipt of the original of the Assignment Release Form executed by HFI and the original of the Transaction Request Form executed by Reardon, Guardian shall tender to HFI the amount of its collateral assignment interest in the Policy (as determined on the date on which Guardian receives fully-executed originals of both of the forms specified in this paragraph) by check made payable to "HFI Wind Down, Inc." and delivered to Meredith M. Graham, 1 North Brentwood Boulevard, Suite 700, St. Louis, Missouri 63105.
4. Within fourteen (14) calendar days following its receipt of the original of the Assignment Release Form executed by HFI and the original of the Transaction Request Form executed by Reardon, Guardian shall tender to Reardon the remaining net cash surrender value of the Policy (after HFI's collateral assignment interest in the Policy is paid to HFI) by check

made payable to "Frank J. Reardon, Jr." and delivered to his counsel, John W. Crone, III, Esq., at Gorham, Crone, Green & Steele, LLP, Fidelity Professional Building, 2<sup>nd</sup> Floor, 27 First Avenue, N.E., Hickory, NC 28601.

5. Guardian shall be released from any further liability under the Policy (other than making the payments to HFI and Reardon as provided in paragraphs 3 and 4, respectively), and the Policy shall be surrendered, canceled, and forever terminated, effective as of the date on which Guardian receives fully-executed originals of both of the forms specified in paragraphs 3 and 4 (*i.e.*, the original of the Assignment Release Form executed by HFI and the original of the Transaction Request Form executed by Reardon). The Debtors, including HFI, and Reardon understand and agree that no further benefits whatsoever will be payable under the Policy and that no rights or coverage will exist under the Policy.

6. Reardon agrees that the surrender of the Policy in exchange for its net cash surrender value less HFI's collateral assignment interest in the Policy will result in a taxable gain of approximately \$66,764.06 that Guardian is required to report to the United States Internal Revenue Service.

7. Nothing contained in this Stipulation shall operate as an assumption of any agreement under section 365 of the Bankruptcy Code.

8. The Parties represent that they are authorized to execute this Stipulation, subject to the Bankruptcy Court's approval.

9. This Stipulation shall constitute the entire agreement by and among the Parties hereto regarding the matters addressed herein. No extrinsic or parol evidence may be used to vary any of the terms herein. All representations, warranties, inducements, and/or statements of intention made by the Parties are embodied in this Stipulation, and no party hereto relied upon,

shall be bound by, or shall be liable for any alleged representation, warranty, inducement, or statement of intention that is not expressly set forth in this Stipulation.

10. No modification, amendment or waiver of any of the terms or provisions of this Stipulation shall bind any Party unless such modification, amendment or waiver is in writing, has been approved by the Bankruptcy Court, and has been executed by a duly authorized representative of the Party against whom such modification, amendment or waiver is sought to be enforced.

11. This Stipulation shall be binding on the Parties from the date of its execution, but is expressly subject to and contingent upon its approval by the Bankruptcy Court. If the Bankruptcy Court does not approve this Stipulation, this Stipulation shall be null and void.

12. This Stipulation may be executed in one or more counterparts and by facsimile or electronic copy, all of which shall be considered effective as an original signature.

13. The Parties acknowledge that this Stipulation is the joint work product of all of the Parties, and that, accordingly, in the event of any dispute concerning this Stipulation, no inferences shall be drawn against any Party on the basis of authorship of any part of this Stipulation.

14. The Bankruptcy Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Stipulation.

IN WITNESS WHEREOF and in agreement herewith, by and through the undersigned, the Parties have executed and delivered this Stipulation as of the date first set forth below.

Dated: February 27, 2014

HFI WIND DOWN, INC. (F/K/A HDM  
FURNITURE INDUSTRIES, INC.)

/s/ 

Meredith M. Graham  
1 North Brentwood Blvd.  
Suite 700  
St. Louis, MO 63105  
(314) 290-8948 (phone)  
(828) 438-2475 (fax)

THE GUARDIAN LIFE INSURANCE  
COMPANY OF AMERICA

/s/ \_\_\_\_\_

Steven Maniloff  
(Pa. Bar. No. 54370)  
Montgomery, McCracken,  
Walker & Rhoads, LLP  
123 South Broad Street, 28<sup>th</sup> Floor  
Philadelphia, PA 19109  
(215) 772-7512 (phone)  
(215) 772-7620 (fax)  
[smaniloff@mmwr.com](mailto:smaniloff@mmwr.com) (email)

FRANK J. REARDON, JR.

/s/ \_\_\_\_\_

John W. Crone, III  
Graham, Crone, Green & Steele, LLP  
Fidelity Professional Building, 2<sup>nd</sup> Floor  
27 First Avenue, N.E.  
Hickory, NC 28601  
(828) 322-5505 (phone)  
(828) 328-1882 (fax)  
[johnc@gorhamcrone.com](mailto:johnc@gorhamcrone.com) (email)



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Dated: February 27, 2014

HFI WIND DOWN, INC. (F/K/A HDM  
FURNITURE INDUSTRIES, INC.)

THE GUARDIAN LIFE INSURANCE  
COMPANY OF AMERICA

/s/


Meredith M. Graham  
1 North Brentwood Blvd.  
Suite 700  
St. Louis, MO 63105  
(314) 290-8948 (phone)  
(828) 438-2475 (fax)

  
FRANK J. REARDON, JR.

/s/

Steven Maniloff  
(Pa. Bar. No. 54370)  
Montgomery, McCracken,  
Walker & Rhoads, LLP  
123 South Broad Street, 28<sup>th</sup> Floor  
Philadelphia, PA 19109  
(215) 772-7512 (phone)  
(215) 772-7620 (fax)  
[smaniloff@mmwr.com](mailto:smaniloff@mmwr.com) (email)

/s/

  
John W. Crone, III  
Graham, Crone, Green & Steele, LLP  
Fidelity Professional Building, 2<sup>nd</sup> Floor  
27 First Avenue, N.E.  
Hickory, NC 28601  
(828) 322-5505 (phone)  
(828) 328-1882 (fax)  
[johnc@gorhamcrone.com](mailto:johnc@gorhamcrone.com) (email)

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Dated: February 27, 2014

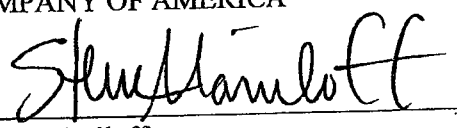
HFI WIND DOWN, INC. (F/K/A HDM  
FURNITURE INDUSTRIES, INC.)

/s/

Meredith M. Graham  
1 North Brentwood Blvd.  
Suite 700  
St. Louis, MO 63105  
(314) 290-8948 (phone)  
(828) 438-2475 (fax)

THE GUARDIAN LIFE INSURANCE  
COMPANY OF AMERICA

/s/

  
Steven Maniloff  
(Pa. Bar. No. 54370)  
Montgomery, McCracken,  
Walker & Rhoads, LLP  
123 South Broad Street, 28<sup>th</sup> Floor  
Philadelphia, PA 19109  
(215) 772-7512 (phone)  
(215) 772-7620 (fax)  
[smaniloff@mmwr.com](mailto:smaniloff@mmwr.com) (email)

FRANK J. REARDON, JR.

/s/

John W. Crone, III  
Graham, Crone, Green & Steele, LLP  
Fidelity Professional Building, 2<sup>nd</sup> Floor  
27 First Avenue, N.E.  
Hickory, NC 28601  
(828) 322-5505 (phone)  
(828) 328-1882 (fax)  
[johnc@gorhamcrone.com](mailto:johnc@gorhamcrone.com) (email)

**EXHIBIT A**



The Guardian Life Insurance Company of America  
 Administrative Office:  
 Individual Markets Service & Administration  
 3900 Burgess Place  
 Bethlehem PA 18017

- ☒ THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA ("Guardian")  
☐ THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC. ("GIAC")  
☐ BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA ("Berkshire")  
 (Check one)

**ASSIGNMENT OF LIFE INSURANCE AS COLLATERAL (SPLIT DOLLAR)**

1. For value received, the undersigned (herein called "Assignor") hereby assigns, transfers and sets over to  
Henredon Furniture Industries, Inc.  
 of

its successors or assigns (herein called "Assignee") the death benefit and cash value (herein called "Assignee's Interest") under Policy No. 4030774 of the Company indicated above (herein called "Insurer") and any supplementary contracts issued in connection therewith (said policy and contracts being called herein the "Policy") upon the life or lives of  
Frank J. Reardon subject to all terms and conditions of the Policy and all superior liens, if any, which the insurer may have against the Policy. The Assignor by this instrument agrees and the Assignee, by the acceptance of this assignment, agrees to the conditions and provisions herein set forth.

2. The Assignee covenants and agrees with the Assignor that:
- Only the assignee, having the interest only in death benefit and/or cash value, has the right to obtain loans. Payment of any loan amount requested by the Assignee shall be made in accordance with paragraph 5 of this assignment.
  - If any premiums or payments for the Policy are waived under the disability Waiver of Premium rider, Waiver of Monthly Deduction rider, or Waiver of Specified Amount rider, the Assignee's interest shall not be increased by any such premium waived, and such sums shall be considered paid by the Assignor.
3. This Assignment of death benefits and/or cash value under the policy is made as collateral security for any or all obligations now or which may arise hereafter regarding premiums advanced for or paid on the policy by the Assignee.
4. The Insurer is hereby authorized to recognize the Assignee's claim to rights hereunder without investigating the following: a) the validity of the amount of the obligation; b) any action taken by the Assignee; c) the giving of any notice or; d) the exercised rights under this assignment by the Assignee for any amount to be paid to the Assignee.

5. Unless the assignor and the assignee provide written instructions to the contrary, payment by the Insurer of the cash surrender value upon surrender of the policy, the Death Benefit payable upon the death of the insured, upon endowment or any loan made against the policy, shall be paid by a check issued jointly to the assignor and assignee.
6. Assignee shall be under no obligation to pay any premium on the policy pursuant to this assignment. The principal of or interest on any loans or advances on the Policy, or any other charges on the Policy, shall be the obligation of the Assignor.
7. The provisions of this assignment shall prevail in the event of any conflict.
8. Assignee may make, take or release other security, may release any party primarily or secondarily liable for any of the obligations, and may grant extensions, renewals or indulgences with respect to the obligations. Assignee may apply to those obligations the death benefit payable under this policy assignment without requiring other security.
9. The Assignor declares no proceedings in bankruptcy are pending against the Assignor and the Assignor's property is not subject to any assignment for the benefit of creditors.
10. The parties signing this agreement understand the Insurer, shall have no liability except that which is set forth in said issued policy. Insurer shall not have any liability regarding any other agreement made by the parties to which the insurer is not a party.

Signed and sealed this

2nd

day of

January

, 20

05

Sammy B. Johnson  
Witness

Frank Jay Reardon  
Assignor Frank Jay Reardon

PO Box 70  
Morganton NC 28680  
Address

530 407th Ave NE  
Hickory NC 28601  
Address

ACCEPTANCE OF ASSIGNMENT

January 2, 2005

Date

## RELEASE OF ASSIGNMENT

FOR VALUE RECEIVED, the Policy and all claims thereunder conveyed by the within assignment are hereby released.

BY

Signature and Title

Date

**EXHIBIT B**



The Guardian Life Insurance Company of America  
 Administrative Office:  
 Individual Markets Service & Administration  
 3900 Burgess Place  
 Bethlehem, PA 18017

Berkshire Life Insurance Company of America  
 Administrative Office:  
 700 South Street  
 Pittsfield, MA 01201

(Check one)

- ☒ THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA ("Guardian")  
☐ THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC. ("GIAC")  
☐ BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA ("Berkshire")

### RELEASE OF ASSIGNMENT

For value received, the undersigned hereby release(s) all the rights, title and interest acquired under the Policy No. 4030774 on the life of Frank J. Reardon, Jr. by the assignment dated January 2, 2005.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Yr. 2014

HFI Wind Down, Inc. (f/k/a Henredon Furniture Industries, Inc.)

Name of Assignee

Signature

If a partnership: Signature of one partner other than the insured.  
 If a corporation or LLC: Signature of two officers, one of whom may be the insured, along with their Title, or the signature of one officer other than the insured, with the corporate seal.

Signature

#### PORTION BELOW TO BE COMPLETED BY NOTARY PUBLIC

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ Yr. \_\_\_\_\_ before me personally came

if an individual — to me known to be of age and to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

if a corporation — to me known, who being by me duly sworn did depose and say that he is the \_\_\_\_\_ of HFI Wind Down, Inc. (f/k/a Henredon Furniture Industries, Inc.), the corporation described in and which executed the within instrument, that he knew the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name hereto by the like order.

if a firm or a partnership — to me known and known to me being a member of the firm of \_\_\_\_\_ described in and who executed the within instrument and acknowledged that the same was executed as and for the act and deed of the said firm.

(Seal of Office)

My Term of Office Expires \_\_\_\_\_ Yr. \_\_\_\_\_

Signature of Notary Public

A duplicate of the above instrument has been received and placed on file at the Northeast Regional Office of the Company indicated above as the notice required under the terms of its policies. It is to be noted that the Company has no control over such instruments, assumes no responsibility for their validity and does not pass upon the title to a policy until moneys become due and payable under it.

Recorded \_\_\_\_\_

**EXHIBIT C**




**GUARDIAN**

The Guardian Life Insurance Company of America  
 Administrative Office:  
 Individual Markets Service & Administration  
 3900 Burgess Place  
 Bethlehem, PA 18017

**Check One:**

- ☒ THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA ("Guardian")  
☐ THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC. ("GIAC")  
☐ BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA ("Berkshire")  
 Call 1-800-441-6455 from 8:00 a.m. to 6:00 p.m. Eastern Time

**H.O. USE ONLY**

Eff.	Policy Received
Agency #	
Notified On	

Policy No (s).

4030774

**Life Policy Transaction Request**

Requests on more than one policy must be identical/or if signatures are required and the owners are different, use separate forms. On pension cases attach a list of the policy numbers/names. **Do not send the policy except for cash surrender.**

Form Submitted by:

Name

Frank J. Reardon, Jr.

Phone#

( 828 ) 326-4203

Insured (Print): Last

First

Initial

Agency

Date

Reardon, Jr.

Frank

J

Mail Check to Policyowner at Following

Address:

530 40th Avenue Drive N.W.

 Check Here if New Address ☐

Hickory

N C 2 8 6 0 1

☐ **Cash Loan** (Check One Only) (Sign on page 2)

- ☐ Maximum  
☐ Include Dividend Lien

- ☐ Check for \$   
☐ Deduct Payment Due

☐ **Dividends Withdrawn** (Sign on page 2)

- ☐ All  
☐ Premium Due on Policy  
☐ Conditional Receipt No.

- ☐ Deduct Payment Due  
☐ Check for \$   
☐ Send with Life Application

☐ **Withdrawal of PUA and/or PUI** (Sign on page 2)

- ☐ All  
☐ Premium Due on policy

- ☐ Check for \$   
☐ Repay Loan

☒ **Cash Surrender** (Sign on page 2)

To Policyholder: Return By  in order for values quoted on attached to apply  
☐ Policy Attached ☒ Policy Lost

**TAXPAYER IDENTIFICATION NUMBER REQUIRED**

The Policy(ies) must be returned

☐ **Nonforfeiture** (Sign on page 2)

- ☐ Paid-up Extended Term Insurance  
☐ Reduced Paid-up Insurance

**TAXPAYER IDENTIFICATION NUMBER REQUIRED**

 For RPU: ☐ Keep Dividends Outstanding ☐ Keep Loan Outstanding

☐ **Payment By: Minimum Deposit/Premium Loan** (Sign on page 2)

- ☐ Minimum Deposit Premium Loan (Automatically Includes Dividend Lien if Needed)  
☐ Check Attached for \$   
☐ Minimum Deposit Premium Loan, and Dividend Withdrawal  
☐ Payment Due  On Policy No.

☐ **Change Mode of Payment To:** (Change will be effective on next due date)

- ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ GOM  
☐ Send request to Individual Markets Service & Administration, if requesting change to GOM.  
 Submit R-223/void check and enough monies to the current month plus one additional month

☐ **Change Future Dividend Option To:** (Sign on page 2)

- ☐ A-Cash Payment ☐ B-Reduce Premiums (not available on GOM or Allotment)  
☐ C-Left to Accumulate at Interest ☐ Exchange of Option F to G or G to F (Sign on page 2)  
☐ D-Purchase Paid-up Life Additions (not available on Term Policies) ☐ U - Loan Repayment  
☐ Also transfer all existing Dividend Accumulations to Paid-up Additions. (If Accumulations exceed \$5,000 use form V-77 Page 1 & 2 and sign on Page 3 and send to Individual Markets Service & Administration.  
☐ To cancel Options E, F, G, J, P, L, Q: Sign on page 2 and return Rider, Change Div. Opt To:  
☐ OPT S - Use future dividends, any dividends at interest, and any dividend or PUA rider to pay all future premiums, if possible. If you have a PUA rider with scheduled payments, please select one of the options below (If none elected, the default for PUI riders is to "Stop Future PUA/PUI Payments". For all other PUA riders, the default is "Reduced Scheduled PUA Payments to \$100").  
☐ Stop Future Scheduled PUA Payments ☐ Reduce Scheduled PUA to \$100 ☐ Continue Future Scheduled PUA Payments or PUI Premiums

☐ **Repayment of Policy Loan**

- ☐ Check(s) Attached for \$   
☐ Use Dividends ☐ All or \$  Apply to above Policy(ies)   
☐ Use Dividends ☐ All or \$  Apply to Policy No.  (Sign on page 2)

☐ **Automatic Premium Loan Provision**
☐ Add

☐ Cancel

(Sign on page 2)

☐ **Remarks or Special Instructions**

## Transaction Agreement

### For a Policy Loan:

It is agreed that the loan(s) requested on the transaction form are subject to all the conditions and provisions in the policy(ies).

### For Surrender:

It is agreed that upon payment of cash value of the policy(ies) the Company is released from any further liability. Each of the undersigned, for himself, his executors, administrators or assigns, hereby binds himself fully to protect the Company and serve it harmless from any and all claims or demands under the policy(ies) except for the cash value.

### For Nonforfeiture Option:

It is agreed that the nonforfeiture action for the policy(ies) will be according to the policy provisions and that any provision for Automatic Premium Loan under this policy(ies) is now cancelled.

### NOTE

**The Policy(ies) cannot be Surrendered or put on Nonforfeiture Option without the Taxpayer Identification Number.**

The undersigned authorizes the transaction(s) requested and also agrees to the Transaction Agreement. It is also warranted that no proceedings in bankruptcy/insolvency are pending against any of the undersigned and that there is no assignee/receiver of their property for the benefit of creditors under any voluntary or involuntary assignment, transfer, or otherwise.

<div style="border: 1px solid black; padding: 2px;"> * * * * * </div>	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<div style="border: 1px solid black; padding: 2px;"> Frank J. Reardon, Jr. </div>
TAXPAYER ID NUMBER/SOCIAL SECURITY NUMBER	DATE	PRINT NAME OF OWNER OR CORPORATE OWNER OR ASSIGNEE OR PENSION PLAN
<div style="border: 1px solid black; width: 300px; height: 20px;"></div>	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<div style="border: 1px solid black; padding: 2px; height: 20px;"></div>
OWNER SIGNATURE (INSURED IF NO OTHER OWNER)	DATE	OFFICER & TITLE (OF ABOVE CORP. OR ASSIGNEE)      DATE
<div style="border: 1px solid black; width: 300px; height: 20px;"></div>	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<div style="border: 1px solid black; padding: 2px; height: 20px;"></div>
IRREVOCABLE BENEFICIARY (IF ANY) OR TRUSTEE	DATE	OFFICER & TITLE (OF ABOVE CORP. OR ASSIGNEE)      DATE

### **Note:**

If the policy is owned by a corporation, we require the following:

1. The full/corporate name should be shown above.
2. The signature of two officers, one of whom may be the insured, or
3. The signature of one officer, other than the insured, with the corporate seal.

If a policy has a Split Dollar ownership, the above corporate signatures are required plus the signature of the designated Split-Dollar owner.

4. If owned by a Pension Plan, the Trustee's signature is required.