

and collectively with Banner, “Defendants”) unjustifiably increased the Cost of Insurance (“COI”) rates withdrawn each month from the account values of certain Banner and William Penn universal life insurance policies owned by members of the proposed Settlement Class. Plaintiffs also allege that Defendants misrepresented the performance of the policies to encourage policyholders to continue to fund their universal life policies. The COI rate increases affected approximately 7,631 universal life policies. Additionally, another 4,482 policies were considered for these COI rate increases, and the policyholders that currently own such policies are also included in the proposed Settlement Class. Defendants deny all allegations made by Plaintiffs.

On October 3, 2019, the Parties executed a Settlement Agreement and Release [Dkt. 250-3] intended to resolve the Consolidated Actions. Plaintiffs and Defendants advise that they have reached the Proposed Settlement only after years of vigorous prosecution and defense of the alleged claims, including full discovery, followed by many months of extensive arm’s-length negotiations between Co-Lead Class Counsel and Defendants’ Counsel under the auspices of highly regarded mediator David Geronemus, esquire with JAMS. The Settlement Agreement was submitted to the Court along with a Motion for Preliminary Approval. [Dkt. 250.]

On October 17, 2019, this Court entered its Preliminary Approval Order: (a) preliminarily approving the Proposed Settlement, (b) preliminarily certifying the proposed Class, (c) directing distribution of the Class Notice, and (d) preliminarily enjoining parallel proceedings. [Dkt. 256.] The Court also set a Fairness Hearing for February 5, 2020 to determine whether the Proposed Settlement is fair, reasonable, and adequate, and to consider any application for approval of a common fund payment of attorneys’ fees and litigation expenses to Class Counsel and of service awards to Settlement Class Representatives.

The approved form of Class Notice having been disseminated in form and content directed by the Preliminary Approval Order [Dkt. 256], Plaintiffs on January 22, 2020 moved for final approval of the Settlement [Dkt. 295] and for Court approval of the proposed payment of attorneys' fees, litigation expenses, and service awards [Dkt. 293] ("Fee Motion"). On December 23, 2019, only one objection was asserted by the 1988 Trust for Allen Children dated 8/8/88 ("the Allen Trust" or "Objector"). [Doc. 266.]

The Court held an Initial Final Fairness hearing on February 5, 2020, during which arguments from Plaintiffs, Defendants, and the Objector were presented. The Court delayed ruling on Plaintiffs' Motion for Final Approval after this initial hearing, and allowed for limited discovery to be conducted to determine if any of the claims brought by the Allen Trust in a separate lawsuit¹ were subsumed within this matter and, if so, if they were fairly and adequately compensated by the Proposed Settlement. From February 5, 2020 through May 15, 2020, the Plaintiffs, Defendants, and the Objector engaged in further discovery to assist the Court in determining whether the Proposed Settlement is fair, reasonable, and adequate.

The Court has carefully considered: (a) the Final Approval Motion and Fee Motion; (b) the extensive memoranda of points and authorities submitted in support of each; (c) the declarations and exhibits submitted in support of each; (d) the Settlement Agreement itself; (e) the entire record in this proceeding, including but not limited to the points and authorities, declarations, and exhibits submitted in support of preliminary approval of the Settlement; (f) the form and manner of Class Notice of the Proposed Settlement provided to the Settlement Class; (g) the filing of only one objection to the Proposed Settlement on behalf of a previously filed putative class action; (h) the arguments advanced by the Objector; (i) the absence of any objection or response by any state

¹ *Allen v. Legal & General America, Inc. et al.*, No. 4:19-cv-04729, initially filed in the Northern District of California on August 13, 2019 and later transferred to this Court.

attorneys general, nor insurance official from any state, after they were all provided with notices required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715; (j) the oral presentations by the Parties during the February 5, 2020 and May 20, 2020 Fairness Hearings; (k) this Court's experiences and observations while presiding over the Consolidated Actions and similar actions; (l) the Court's file herein; and (m) the relevant law.

Based upon the foregoing considerations, the Court's findings of fact and conclusions of law as set forth in the Preliminary Approval Order, and good cause appearing, the Court finds the Objection to be without merit and is overruled and the Proposed Settlement is hereby approved as fair, reasonable, and adequate to the Plaintiffs and the Settlement Class. The Court therefore hereby GRANTS Plaintiffs' Motion and ORDERS as follows:

1. Except as otherwise stated, this Order incorporates the defined terms set forth in the Settlement Agreement.
2. This Final Approval Order incorporates and makes a part hereof the Settlement Agreement and the Court's findings and conclusions contained in its Preliminary Approval Order.
3. The Court has personal jurisdiction over the Parties and the Settlement Class Members. The Court has subject matter jurisdiction over the Consolidated actions under 18 U.S.C. § 1332, including, without limitation, jurisdiction to approve the Settlement, to settle and release all claims alleged in the actions and all claims released by the Settlement, to adjudicate the objection submitted to the Proposed Settlement, and to dismiss the Consolidated Actions with prejudice. By failing to exclude themselves according to the Court's Preliminary Approval Order, all Settlement Class Members have consented to the jurisdiction of this Court for purposes of this Action and Settlement of this Action. Venue in this District is appropriate under 28 U.S.C. § 1391.
4. The Settlement Class hereby certified by the Court is defined as:

All persons or entities who own an In-Force Policy or owned a Terminated Policy encompassed by the COI Rate Increases during the Class Period and all persons who currently own a Policy considered for the COI Rate Increases.

Excluded from the Settlement Class are: (a) the Honorable Richard D. Bennett, United States District Court Judge of the District of Maryland (or other Circuit, District, or Magistrate Judge presiding over the Consolidated Actions through which this matter is presented for settlement) and court personnel employed in Judge Bennett's (or other such Judge's) chambers or courtroom; (b) Banner, William Penn, and their parents, affiliates, subsidiaries, successors, predecessors, and any entity in which Banner or William Penn has a controlling interest and their current or former officers and directors (except to the extent Banner, William Penn, or such other entity is the owner of a Policy held for the benefit of an individual who is not otherwise excluded from membership in the Settlement Class); (c) any officer or director of Banner or William Penn reported in their Corporate Reports during the Settlement Class Period, or entity in which Banner or William Penn had a controlling interest at any relevant time, any member of those persons' immediate families and legal affiliates, heirs, controlling persons, agents, successors and predecessors in interest or assigns of any such excluded person or entity; (d) policyholders who properly execute and timely file a Request for Exclusion from the Settlement Class; and (e) the legal representatives, successors, or assigns of any such excluded Policyholders (but only then in their capacity as legal representative, successor, or assignee).

5. All Settlement Class Members are subject to this Final Approval Order and the Final Judgment to be entered by the Clerk of Court in accordance herewith. All policyholders who fall within the Settlement Class Definition are members of the Settlement Class, whether their Policy is In-Force or Terminated.

6. Based on its familiarity with the nature of the case, the record, the procedural history, the Parties and the work of their counsel, the Court finds that the Settlement was not the product of collusion and lacks any indicia of unfairness. The Court finds the Settlement is fair, reasonable, and adequate to the Settlement Class in light of the complexity, expense, and likely duration of the Consolidated Actions (including appellate proceedings), and the risks involved in establishing liability, damages, and in maintaining the Consolidated Actions on a class-wide basis through trial and appeal. The Court finds that the Settlement represents a fair and complete resolution of all claims asserted in a representative capacity on behalf of the Settlement Class and will fully and finally resolve all such claims.

a. The Proposed Settlement, on the terms and conditions set forth in the Settlement Agreement, is hereby approved by this Court as being fair, reasonable, adequate, and within the range of possible final judicial approval. The Court finds that the Proposed Settlement resulted from non-collusive arm's-length negotiations conducted in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with experienced legal counsel.

b. As detailed in the Settlement Agreement, the Proposed Settlement provides for substantial cash payments and, importantly, includes valuable future protections to Settlement Class Members concerning any future COI increases by Defendants, extensions to the grace period of certain policies, and limitations on Defendants' claimed right to contest certain death claims. The Court has considered the realistic range of outcomes in the Consolidated Actions, the risks to all parties, including the amount Plaintiffs might receive if they prevailed at trial, the strengths and weaknesses of the cases, the novelty and number of the complex legal issues involved, the risk that Plaintiffs would receive less than

the Settlement Relief or take nothing at trial, and the risk of a reversal of any judgment based on a review of the Court's prior orders. The amount of benefits offered by the Proposed Settlement falls within the range of possible final approval based on these factors.

7. The Settlement Class is and was at all times adequately represented by the Class Representatives and Co-Lead Class Counsel, including in litigating the Consolidated Actions and in entering into and implementing the Settlement, and have satisfied the requirements of Federal Rules of Civil Procedure, Rule 23, and applicable law.

8. The Court finds that the Class Notice provided to Class Members provided a sufficiently clear and concise description of the Consolidated Actions, the terms of the Proposed Settlement, and the rights and responsibilities of the Settlement Class Member. The Court further finds the Class Notice was disseminated through the best means practicable, particularly through direct U.S. Mail and a website as set forth in the Settlement Agreement, and was reasonably calculated to apprise the Settlement Class Members of the Consolidated Actions and their right to participate in, object to, or exclude themselves from the Proposed Settlement. Settlement Class Members were given until December 23, 2019 to exclude themselves from or object to any aspect of the proposed Settlement. The Class Notice fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, and all due process rights under the U.S. Constitution and Maryland Constitution.

9. In response to the Class Notice, only one objection was filed conditionally questioning the reasonableness of the Proposed Settlement. This overwhelmingly positive embrace of the Settlement by Class Members strongly supports approval.

10. A list of those Policyholders who have timely and validly requested exclusion from the Settlement Class are set out by Policy number in the attached Exhibit A. These Policyholders

are excluded from the Settlement Class and such persons are therefore not Settlement Class Members, shall not be bound by the Settlement or Final Approval Order and Judgment in the Action, and shall not receive any Settlement Relief. All other Policyholders to whom the Class Notice was mailed are included in the Settlement Class and shall be bound by all proceedings, orders, and judgments in these Consolidated Actions. As a result of the exclusion of Settlement Relief that would have been distributed to those Policyholders requesting exclusion, the net Settlement Common Fund is reduced to \$19,862,566, prior to any additional reduction resulting from the award of attorneys' fees, litigation costs, and service awards.

11. The Settlement is approved and this Final Approval Order and the Judgment shall be forever binding on the Plaintiffs and all other Settlement Class Members, as well as their heirs, beneficiaries, beneficiaries designated under the Policies, conservators, personal representatives, executors and administrators, predecessors, successors, and assigns, and shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons.

12. The Parties are directed to carry out their obligations under the Settlement Agreement.

13. The Release set forth in Section IX of the Settlement Agreement is expressly incorporated herein in all respects, is effective as of the date of the entry of this Final Approval Order, and forever discharges the Releases from any claims or liabilities released by the Settlement. In addition, also in accordance with Section IX of the Settlement Agreement, this Final Approval Order expressly incorporates Defendants' release and discharge of Plaintiffs, Plaintiffs' Counsel, and Co-Lead Class Counsel from and against any and all claims, causes of actions, debts, liabilities, damages, restitution, equitable, legal and administrative relief, known

and unknown, in law or in equity, whether brought directly or indirectly, arising out of or relating to the filing, prosecution, or resolution of claims against Banner and William Penn alleged in the Consolidated Actions.

14. All Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, intervening in, participating in, maintaining, individually, as class members or otherwise, directly or indirectly through a representative or otherwise, receiving any benefits from, or organizing or soliciting the participating in, directly or indirectly, any lawsuit (including putative class actions), arbitration, remediation, administrative or regulatory proceeding or order in any jurisdiction, asserting any claims based on or relating to the claims or causes of action or the facts and transactions alleged or pursued in the Consolidated Actions or released by the Settlement Agreement, and from organizing Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) asserting any claims released by this Settlement Agreement. Nothing in this Paragraph, however, shall require any Settlement Class Member to take any affirmative action with regard to other pending class action litigation in which they may be absent class members.

15. The Court has fully assessed and finds fair and reasonable the common fund payment to Class Counsel of \$7,851,011.68 in attorneys' fees and \$1,023,172.20 in litigation expenses. This Court has reviewed at length Plaintiffs' Counsel's submissions in support of their application. The Court finds Plaintiffs' Counsel's fee request is reasonable and commensurate with the skill and experience of the participating attorneys and their legal support. After consideration of all the factors set forth in *Singleton v. Domino's Pizza, LLC*, 976 F. Supp. 2d 665 (D. Md. 2013), the Court finds reasonable Class Counsel's requested attorneys' fee award of \$7,673,921.19, which

is an award equal to 39.5% percent of the Common Settlement Fund after reduction for opt-outs (\$19,862,566) and 20.6% percent of the total value of the relief obtained for the Class. The percentage of the Common Settlement Fund that Class Counsel seeks is within the range of reasonable awards of “15% to 40%” established by this Court. *Singleton*, 976 F. Supp. 2d at 685 (citations omitted). Further, a lodestar crosscheck confirms the reasonableness of the award. *Singleton*, 976 F. Supp. at 689.

16. Class Representatives Messrs. Dickman and Alderson shall be paid \$15,000 each and Mr. Rich (as trustee of the Richard S. Wallberg Insurance Trust) shall be paid \$7,500 as service awards for their respective contributions to this litigation.

17. For the benefit of the Settlement Class Members and as provided in the Settlement Agreement, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement Agreement.

18. Nothing in this Final Approval Order shall preclude any action to enforce the Settlement or interpret the terms of the Settlement Agreement. Any action which seeks to enforce or interpret the terms of the Settlement, or which seeks to interpret or avoid in any way any legal consequences of or the effect of the Settlement Agreement, the Preliminary Approval Order, this Final Approval Order, the Permanent Injunction contained in this Final Approval Order, or the Release contained in the Settlement Agreement shall be brought solely in this Court.

19. The Consolidated Actions are hereby dismissed on the merits and with prejudice.

WHEREFORE the Objection is hereby OVERRULED, and the Final Approval Motion and the Fee Application are GRANTED on the terms set forth in this Final Approval Order, and the Parties and their counsel are directed to implement and consummate the Settlement according to its terms and provisions as set forth in the Settlement Agreement.

SO ORDERED this the 20th day of May, 2020.

A handwritten signature in blue ink, appearing to read "R.D. Bennett", is written over a horizontal line.

Hon. Richard D. Bennett
United States District Court Judge

EXHIBIT A

Dickman et al. v. Banner Life Insurance, et al.
Revised Exclusion Report

Policy Number	Last Name	First Name
10574022	ADCOCK	WILLIAM J
17B133727	AMPE	JANE ELLEN
17B003251	GILLILAND	RALPH KELLEY
700026083	GRILLI	EMANUEL WARREN
180077470	HARRISON	LEONARD
10495084	KARAGINIDES	STEVEN
700024406	U S BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700024465	U S BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700024856	U S BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700025043	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	SEQUOIA VENTURE, LP C/O MCGUIRE WOODS
700025336	WILMINGTON TRUST NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700025346	U S BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700025621	U S BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700025700	U S BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700025775	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	SEQUOIA VENTURE, LP C/O MCGUIRE WOODS
700025781	U S BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700025813	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700025985	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	SEQUOIA VENTURE, LP C/O MCGUIRE WOODS
700026031	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700026059	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	SEQUOIA VENTURE, LP C/O MCGUIRE WOODS
700026060	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700026076	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	SEQUOIA VENTURE, LP C/O MCGUIRE WOODS
700026082	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS

700026090	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700026164	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
700026313	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B355782	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356078	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356156	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356240	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356701	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356706	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356828	WILMINGTON TRUST NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356832	WILMINGTON TRUST NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356861	WILMINGTON TRUST NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357044	WILMINGTON TRUST NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357111	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357177	US BANK NA SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357189	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357224	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357290	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357308	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357313	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357314	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS

17B357328	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357347	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357351	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357386	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357389	WELLS FARGO BANK N A	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357409	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357423	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357429	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357481	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357520	WILMINGTON TRUST NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357532	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357602	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357620	U S BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357624	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357627	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357651	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	SEQUOIA VENTURE, LP C/O MCGUIRE WOODS
17B357654	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	SEQUOIA VENTURE, LP C/O MCGUIRE WOODS
17B357666	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357674	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357728	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357733	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357764	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357772	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS

17B357773	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357793	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357795	WELLS FARGO BANK N A AS SECURITIES INTER	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357811	WELLS FARGO BANK N A AS SECURITIES INTERM	SEQUOIA VENTURE, LP C/O MCGUIRE WOODS
17B357851	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357859	U S BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357887	WELLS FARGO BANK N A AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357898	WELLS FARGO BANK N A AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357929	WELLS FARGO BANK N A AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B358019	WELLS FARGO BANK N A AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B358140	WILMINGTON TRUST NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B358156	WELLS FARGO BANK N A AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B358193	WELLS FARGO BANK N A AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B358452	WELLS FARGO BANK N A SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B568108	WILMINGTON TRUST NA AS	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B767301	WELLS FARGO BANK N A AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B770361	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B944454	WELLS FARGO BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B357501	WELLS FARGO BANK N A AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS

17B356823	US BANK NA AS SECURITIES INTERMEDIARY	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356714	WILMINGTON TRUST NA	THE BLACKSTONE GROUP C/O MCGUIRE WOODS
17B356818	WILMINGTON TRUST NA	THE BLACKSTONE GROUP C/O MCGUIRE WOODS