

EXHIBIT A

Summary of Pltff. Admitted to Counterclaims of Broker-Dealers

C.A.#	CC #/ Para	Counterclaim	Admission
09-471	1	LifeMark is a New York Company with its principal place of business in Rochester, New York.	Admits
09-471	2	Transamerica is an Iowa Company with its principal place of business in Cedar Rapids, Iowa.	Admits
09-471	3	Transamerica offers a range of financial products for sale to the public. These products are sold nationally by a network of independent Broker/Dealers, including LifeMark.	Admits
09-471	4	One of the products offered by Transamerica is a flexible premium variable annuity referred to as the "Transamerica LandMark" ("LandMark Annuity").	Admits
09-471	11	The Rodriques Annuity was one of the types of annuities that are described in paragraphs 4 - 9 of this Counterclaim.	Admits that the Rodriques Annuity was a Landmark Annuity
09-471	12	Transamerica created, marketed and issued these annuities, including the Rodriques Annuity, for the purpose of making a profit.	Admits
09-471	13	For death benefits under the Rodriques Annuity, Transamerica charged to the annuity subaccounts daily mortality and expense risk fees.	Admits
09-471	14	Transamerica expected to profit from these charges for death benefits under the Rodriques Annuity.	Admits
09-471	17	Transamerica has provided LifeMark with application forms for the purpose of obtaining information required by Transamerica about potential Owners, Beneficiaries, and Annuitants in connection with offering variable annuities, such as the Rodriques Annuity.	Admits the allegation that it has provided Lifemark with variable annuity application forms in connection with the offering for sale of variable annuities such as the Rodriques Annuity
09-471	18	The application form and the information sought therein for the Rodriques Annuity was prepared by Transamerica.	Admits that the Landmark Annuity application form was prepared by Plaintiff
09-471	20	Transamerica, as the sole drafter of the Prospectus, the Rodriques Annuity, and the application, was at all times free to request any information it wanted to receive about the prospective Owner, Beneficiary and Annuitant for the Rodriques Annuity.	Admits
09-471	21	Transamerica alone made the business decision as to whether to perform actuarial and/or underwriting analysis for the Rodriques Annuity.	Admits
09-471	22	No one but Transamerica controlled the assumptions used by the application, was at all times free to request any information it wanted to receive about the prospective Owner, Beneficiary and Annuitant for the Rodriques Annuity Transamerica in setting its prices for the Rodriques Annuity.	Admits
09-471	29	The medical or health condition of Annuitant for the Rodriques Annuity was not a factor considered by Transamerica in making its actuarial assumptions for the Rodriques Annuity.	Admits
09-471	31	Transamerica promoted, advertised and sold annuities, including the Rodriques Annuity, with enhanced death benefits as one of the features of the annuities.	Admits

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09-471	37	The decision to issue the Rodriques Annuity was made solely by Transamerica	Admits
09-471	38	The Rodriques Annuity was drafted solely by Transamerica.	Admits
09-471	39	The Rodriques Annuity drafted and issued by Transamerica was a form contract the terms and conditions of which LifeMark did not change or modify when offering such an annuity to the public.	Admits
09-471	43	Transamerica provided no training and/or instruction and/or notice to LifeMark that a relationship between the Owner and the Annuitant was a requirement for Transamerica in connection with issuing annuities, including the Rodriques Annuity contract.	Admits
09-471	47	The Annuitant for the Rodriques Annuity was only the measuring life for the annuity contract.	Admits Patrick Garvey was the measuring life
09-471	48	Transamerica believes that LifeMark has at all times an obligation to assure that Transamerica and/or LifeMark customers be treated fairly and ethically.	Admits
09-471	51	At no time until the present controversy raised by Transamerica in its lawsuits herein, has Transamerica ever informed LifeMark that it needed and/or wanted more information from LifeMark than Transamerica has requested in its application form for the Rodriques Annuity.	Admits
09-471	52	At no time until the present controversy raised by Transamerica in its Covenants herein, has Transamerica ever informed LifeMark that it was dissatisfied with the information provided by LifeMark in the application form for the Rodriques Annuity.	Admits
09-471	53	At no time until the present controversy raised by its lawsuits herein, has Transamerica ever informed LifeMark that Transamerica expected LifeMark to provide either medical and health information and/or relationship information to Transamerica in connection with the application and issuing process for annuities, including the Rodriques Annuity.	Admits
09-471	54	One of Transamerica's requirements for the Rodriques Annuity was that Transamerica would not issue the annuity unless Transamerica receives in good order all information needed to issue the annuity.	Admits
09-471	55	The application for the Rodriques Annuity was accepted by Transamerica as being in good order.	Admits
09-471	56	The Rodriques Annuity was issued by Transamerica without requesting any additional information from LifeMark and/or Edward Maggiacomo, Jr.	Admits
09-472	2	Western Reserve is an Ohio company, with its principal place of business in Cedar Rapids, Iowa.	Admits
09-472	4	Venue is proper in this Court pursuant to 28 U.S.C. §1391(a).	Admits
09-472	6	Leaders Group is an independent broker-dealer designed to serve financial professionals who sell both insurance and securities products.	Admits that Leaders Group is an independent broker/dealer
09-472	7	Western Reserve is a private, for-profit insurance company that markets annuities, and offers financial products for sale to the general public.	Admits
09-472	8	Western Reserve is a sophisticated business entity in the financial markets.	Admits

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<u>C.A.#</u>	<u>CC #/ Para</u>	<u>Counterclaim</u>	<u>Admission</u>
09-472	10	The variable annuity market is an important and substantial aspect for Western Reserve.	Admits that the variable annuity market is an important and substantial component of Plaintiff's business
09-472	12	These variable annuity products are sold nationally by independent broker dealers.	Admits
09-472	13	On or about October 16, 1995, Western Reserve and InterSecurities, Inc. ("ISI"), entered into a Broker-Dealer Supervisory and Service Agreement with The Leaders Group, Inc. (the "1995 Agreement"). Western Reserve offered certain variable life insurance policies and variable annuity contracts (the "Plans"), while ISI was the principal underwriter of the Plans.	Admits the allegations contained in the first sentence
09-472	16	The 1995 Agreement was replaced with a Contractor's Agreement for the Wholesaling of WRL Variable Products (the "2002 Agreement"), which then governed the relationship between Western Reserve and Leaders Group. The 2002 Agreement was effective on April 30, 2002. A copy of the 2002 Agreement is attached hereto as Exhibit 1.	Admits that it entered into a Contractor's Agreement for the wholesaling of WRL Variable Products by and among AFSG Securities Corporation ("AFSG"), Western Reserve and Leaders Group, which agreement was effective as of April 30, 2002 (the "2002 Agreement"). Plaintiff admits that a copy of the 2002 Agreement is attached to the Counterclaim as Exhibit 1
09-472	20	One financial product that Western Reserve offers for sale to the public as part of its national business is a variable annuity, which Western Reserve refers to as the "WRL Freedom Premier III" (the "WRL Annuity"). The WRL Annuity provides a "standard death benefit that is the greater of either the policy value or the cash value of the policy as of the reported death of the recipient." Western Reserve also offers "an optimal Return of Premium Death Benefit, which guarantees that the beneficiaries will receive no less than the amount of the premiums paid, minus any adjusted partial surrenders.	Admits the allegations contained in the first sentence
09-472	22	Western Reserve is solely responsible for the creation of the WRL Freedom Premier III Variable Annuity Application Form (the "Application").	Admits
09-472	23	In order to purchase the WRL Annuity, the Application must be submitted to WRL for its review and consideration.	Admits
09-472	27	Western Reserve prepared a Western Reserve Annuity Prospectus ("Prospectus") to help market and explain the WRL annuity. Among other things, the Prospectus discusses what an investor needs to know, risks associated with investments, death benefits, and summarizes the WRL annuity.	Admits the allegations contained in the first sentence

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09-472	33	Leaders Group was not involved in any aspect of the creation of the WRL Annuity, Application, Prospectus, or Annuity Policy.	Admits allegations other than those pertaining to the "Annuity Policy"
09-472	34	Western Reserve is solely responsible for the WRL Annuity and for the content of their Prospectus, that details the risks and terms associated with the WRL Annuity, its product design or health writing issues not raised by Western Reserve.	Admits that it is solely responsible for the WRL Annuity and for the content of the Prospectus
09-472	35	An Application was completed in this action for the purpose of purchasing a WRL Annuity. A copy of the Applications is attached to the Complaint and incorporated herein by this reference. The Application was properly reviewed by Leaders Group and properly submitted to Western Reserve.	Admits the Application attached as Exhibit C to Plaintiff's Complaint was completed for the purpose of purchasing a WRL Annuity
09-472	36	Western Reserve issued the WRL Annuity, which is attached to the Complaint and incorporated herein by this reference.	Admits that it issued the annuity policy attached as Exhibit D
09-472	38	Western Reserve did not seek additional information from Leaders Group regarding the Application before issuing the WRL Annuity.	Admits
09-472	45	The Leaders Group filed a motion to dismiss, which resulted in this Court's order dismissing Western Reserve's rescission and declaratory judgment claims.	Admits Leaders Group filed a motion to dismiss
09-472	51	Western Reserve entered into the 2002 Agreement with Leaders Group.	Admits it entered into the 2002 Agreement with Leaders Group
09-472	52	The 2002 Agreement constitutes a binding contract between Western Reserve and Leaders Group.	Admits the 2002 Agreement constitutes a binding contract
09-472	55	The 2002 Agreement contains an indemnification clause.	Admits the 2002 Agreement contains an indemnification clause
09-473	2	Western Reserve is an Ohio company, with its principal place of business in Cedar Rapids, Iowa.	Admits
09-473	4	Venue is proper in this Court pursuant to 28 U.S.C. §1391(a).	Admits
09-473	6	Leaders Group is an independent broker-dealer designed to serve financial professionals who sell both insurance and securities products.	Admits that Leaders Group is an independent broker/dealer
09-473	7	Western Reserve is a private, for-profit insurance company that markets annuities, and offers financial products for sale to the general public.	Admits
09-473	8	Western Reserve is a sophisticated business entity in the financial markets.	Admits
09-473	10	The variable annuity market is an important and substantial aspect for Western Reserve.	Admits that the variable annuity market is an important and substantial component of Plaintiff's business
09-473	12	These variable annuity products are sold nationally by independent broker dealers.	Admits

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09-473	13	On or about October 16, 1995, Western Reserve and InterSecurities, Inc. ("ISI"), entered into a Broker-Dealer Supervisory and Service Agreement with The Leaders Group, Inc. (the "1995 Agreement"). Western Reserve offered certain variable life insurance policies and variable annuity contracts (the "Plans"), while ISI was the principal underwriter of the Plans.	Admits the allegations contained in the first sentence
09-473	16	The 1995 Agreement was replaced with a Contractor's Agreement for the Wholesaling of WRL Variable Products (the "2002 Agreement"), which then governed the relationship between Western Reserve and Leaders Group. The 2002 Agreement was effective on April 30, 2002. A copy of the 2002 Agreement is attached hereto as Exhibit 1.	Admits that it entered into a Contractor's Agreement for the wholesaling of WRL Variable Products by and among AFSG Securities Corporation ("AFSG"), Western Reserve and Leaders Group, which agreement was effective as of April 30, 2002 (the "2002 Agreement"). Plaintiff admits that a copy of the 2002 Agreement is attached to the Counterclaim as Exhibit 1
09-473	20	One financial product that Western Reserve offers for sale to the public as part of its national business is a variable annuity, which Western Reserve refers to as the "WRL Freedom Premier III" (the "WRL Annuity"). The WRL Annuity provides a "standard death benefit that is the greater of either the policy value or the cash value of the policy as of the reported death of the recipient." Western Reserve also offers "an optimal Return of Premium Death Benefit, which guarantees that the beneficiaries will receive no less than the amount of the premiums paid, minus any adjusted partial surrenders.	Admits the allegations contained in the first sentence
09-473	22	Western Reserve is solely responsible for the creation of the WRL Freedom Premier III Variable Annuity Application Form (the "Application").	Admits
09-473	23	In order to purchase the WRL Annuity, the Application must be submitted to WRL for its review and consideration.	Admits
09-473	27	Western Reserve prepared a Western Reserve Annuity Prospectus ("Prospectus") to help market and explain the WRL annuity. Among other things, the Prospectus discusses what an investor needs to know, risks associated with investments, death benefits, and summarizes the WRL annuity.	Admits the allegations contained in the first sentence
09-473	33	Leaders Group was not involved in any aspect of the creation of the WRL Annuity, Application, Prospectus, or Annuity Policy.	Admits allegations other than those pertaining to the "Annuity Policy"
09-473	34	Western Reserve is solely responsible for the WRL Annuity and for the content of their Prospectus, that details the risks and terms associated with the WRL Annuity, its product design or health writing issues not raised by Western Reserve.	Admits that it is solely responsible for the WRL Annuity and for the content of the Prospectus

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09-473	35	An Application was completed in this action for the purpose of purchasing a WRL Annuity. A copy of the Applications is attached to the Complaint and incorporated herein by this reference. The Application was properly reviewed by Leaders Group and properly submitted to Western Reserve.	Admits the Application attached as Exhibit C to Plaintiff's Complaint was completed for the purpose of purchasing a WRL Annuity
09-473	36	Western Reserve issued the WRL Annuity, which is attached to the Complaint and incorporated herein by this reference.	Admits that it issued the annuity policy attached as Exhibit D
09-473	38	Western Reserve did not seek additional information from Leaders Group regarding the Application before issuing the WRL Annuity.	Admits
09-473	45	The Leaders Group filed a motion to dismiss, which resulted in this Court's order dismissing Western Reserve's rescission and declaratory judgment claims.	Admits Leaders Group filed a motion to dismiss
09-473	51	Western Reserve entered into the 2002 Agreement with Leaders Group.	Admits it entered into the 2002 Agreement with Leaders Group
09-473	52	The 2002 Agreement constitutes a binding contract between Western Reserve and Leaders Group.	Admits the 2002 Agreement constitutes a binding contract
09-473	55	The 2002 Agreement contains an indemnification clause.	Admits the 2002 Agreement contains an indemnification clause
09-502	2	Western Reserve is an Ohio company, with its principal place of business in Cedar Rapids, Iowa.	Admits
09-502	4	Venue is proper in this Court pursuant to 28 U.S.C. §1391(a).	Admits
09-502	6	Leaders Group is an independent broker-dealer designed to serve financial professionals who sell both insurance and securities products.	Admits that Leaders Group is an independent broker/dealer
09-502	7	Western Reserve is a private, for-profit insurance company that markets annuities, and offers financial products for sale to the general public.	Admits
09-502	8	Western Reserve is a sophisticated business entity in the financial markets.	Admits
09-502	10	The variable annuity market is an important and substantial aspect for Western Reserve.	Admits that the variable annuity market is an important and substantial component of Plaintiff's business
09-502	12	These variable annuity products are sold nationally by independent broker dealers.	Admits
09-502	13	On or about October 16, 1995, Western Reserve and InterSecurities, Inc. ("ISI"), entered into a Broker-Dealer Supervisory and Service Agreement with The Leaders Group, Inc. (the "1995 Agreement"). Western Reserve offered certain variable life insurance policies and variable annuity contracts (the "Plans"), while ISI was the principal underwriter of the Plans.	Admits the allegations contained in the first sentence

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09-502	16	The 1995 Agreement was replaced with a Contractor's Agreement for the Wholesaling of WRL Variable Products (the "2002 Agreement"), which then governed the relationship between Western Reserve and Leaders Group. The 2002 Agreement was effective on April 30, 2002. A copy of the 2002 Agreement is attached hereto as Exhibit 1.	Admits that it entered into a Contractor's Agreement for the wholesaling of WRL Variable Products by and among AFSG Securities Corporation ("AFSG"), Western Reserve and Leaders Group, which agreement was effective as of April 30, 2002 (the "2002 Agreement"). Plaintiff admits that a copy of the 2002 Agreement is attached to the Counterclaim as Exhibit 1
09-502	20	One financial product that Western Reserve offers for sale to the public as part of its national business is a variable annuity, which Western Reserve refers to as the "WRL Freedom Premier III" (the "WRL Annuity"). The WRL Annuity provides a "standard death benefit that is the greater of either the policy value or the cash value of the policy as of the reported death of the recipient." Western Reserve also offers "an optimal Return of Premium Death Benefit, which guarantees that the beneficiaries will receive no less than the amount of the premiums paid, minus any adjusted partial surrenders.	Admits the allegations contained in the first sentence
09-502	22	Western Reserve is solely responsible for the creation of the WRL Freedom Premier III Variable Annuity Application Form (the "Application").	Admits
09-502	23	In order to purchase the WRL Annuity, the Application must be submitted to WRL for its review and consideration.	Admits
09-502	27	Western Reserve prepared a Western Reserve Annuity Prospectus ("Prospectus") to help market and explain the WRL annuity. Among other things, the Prospectus discusses what an investor needs to know, risks associated with investments, death benefits, and summarizes the WRL annuity.	Admits the allegations contained in the first sentence
09-502	33	Leaders Group was not involved in any aspect of the creation of the WRL Annuity, Application, Prospectus, or Annuity Policy.	Admits allegations other than those pertaining to the "Annuity Policy"
09-502	34	Western Reserve is solely responsible for the WRL Annuity and for the content of their Prospectus, that details the risks and terms associated with the WRL Annuity, its product design or health writing issues not raised by Western Reserve.	Admits that it is solely responsible for the WRL Annuity and for the content of the Prospectus
09-502	35	An Application was completed in this action for the purpose of purchasing a WRL Annuity. A copy of the Applications is attached to the Complaint and incorporated herein by this reference. The Application was properly reviewed by Leaders Group and properly submitted to Western Reserve.	Admits the Application attached as Exhibit C to Plaintiff's Complaint was completed for the purpose of purchasing a WRL Annuity
09-502	36	Western Reserve issued the WRL Annuity, which is attached to the Complaint and incorporated herein by this reference.	Admits that it issued the annuity policy attached as Exhibit D

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09-502	38	Western Reserve did not seek additional information from Leaders Group regarding the Application before issuing the WRL Annuity.	Admits
09-502	45	The Leaders Group filed a motion to dismiss, which resulted in this Court's order dismissing Western Reserve's rescission and declaratory judgment claims.	Admits Leaders Group filed a motion to dismiss
09-502	51	Western Reserve entered into the 2002 Agreement with Leaders Group.	Admits it entered into the 2002 Agreement with Leaders Group
09-502	52	The 2002 Agreement constitutes a binding contract between Western Reserve and Leaders Group.	Admits the 2002 Agreement constitutes a binding contract
09-502	55	The 2002 Agreement contains an indemnification clause.	Admits the 2002 Agreement contains an indemnification clause
09-549	1	LifeMark is a New York Company with its principal place of business in Rochester, New York.	Admits
09-549	2	Transamerica is an Iowa Company with its principal place of business in Cedar Rapids, Iowa.	Admits
09-549	3	Transamerica offers a range of financial products for sale to the public. These products are sold nationally by a network of independent Broker/Dealers, including LifeMark.	Admits
09-549	4	One of the products offered by Transamerica is a flexible premium variable annuity referred to as the "Transamerica LandMark" ("LandMark Annuity").	Admits
09-549	11	The Subject Annuities were the type of annuities that are described in paragraphs 4 – 9 of this Counterclaim.	Admits the Rose Annuity, Castellona Annuity, Carnevale Annuity, Robichaud Annuity, Horton Annuity, and the DiGiovanni Annuity were Landmark Annuities
09-549	12	Transamerica created, marketed and issued these annuities, including the Subject Annuities, for the purpose of making a profit.	Admits
09-549	13	For death benefits under the Subject Annuities, Transamerica charged to the Annuity subaccounts a daily mortality and expense risk fees during the accumulation phase.	Admits
09-549	14	Transamerica expected to profit from these charges for death benefits under the Subject Annuities.	Admits
09-549	17	Transamerica has provided LifeMark with application forms for the purpose of obtaining information required by Transamerica about potential Owners, Beneficiaries, and Annuitants in connection with offering variable annuities, such as the Subject Annuities.	Admits has provided Lifemark with variable annuity application forms
09-549	18	The application form and the information sought therein for each of the Subject Annuities was prepared by Transamerica.	Admits Landmark Annuity application form was prepared by Plaintiff
09-549	20	Transamerica, as the sole drafter of the Prospectus, the Subject Annuities, and the applications, was at all times free to request any information it wanted to receive about the prospective Owners, Beneficiaries and Annuitants for the Subject Annuities.	Admits

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09-549	21	Transamerica alone made the business decision as to whether to perform actuarial and/or underwriting analysis for the Subject Annuities.	Admits
09-549	22	No one but Transamerica controlled the assumptions used by Transamerica in setting its prices for the Subject Annuities.	Admits
09-549	29	The medical or health condition of Annuitants for the Subject Annuities was not a factor considered by Transamerica in making its actuarial assumptions for the Subject Annuities.	Admits
09-549	31	Transamerica promoted, advertised and sold annuities, including the Subject Annuities, with enhanced death benefits as one of the features of the annuities.	Admits
09-549	37	The decisions to issue the Subject Annuities was made solely by Transamerica.	Admits
09-549	38	The Subject Annuities were drafted solely by Transamerica.	Admits
09-549	39	The Subject Annuities drafted and issued by Transamerica were form contracts the terms and conditions of which LifeMark did not change or modify when offering such annuities to the public.	Admits
09-549	40	The terms and conditions of the Subject Annuities were not changed or modified in any way from what they were when Transamerica originally drafted them.	Admits
09-549	43	Transamerica provided no training and/or instruction and/or notice to LifeMark that a relationship between the Owner and the Annuitant was a requirement for Transamerica in connection with issuing annuities, including the Subject Annuities.	Admits
09-549	47	The Annuitants for the Subject Annuities were only the measuring lives for the annuity contracts.	Admits the annuitants for the Subject Annuities were the measuring Lives
09-549	48	Transamerica believes that LifeMark has at all times an obligation to assure that Transamerica and/or LifeMark customers be treated fairly and ethically.	Admits
09-549	51	At no time until the present controversy raised by Transamerica in its lawsuits herein, has Transamerica ever informed LifeMark that it needed and/or wanted more information from LifeMark than Transamerica has requested in its application forms for the Subject Annuities.	Admits
09-549	52	At no time until the present controversy raised by Transamerica in its Covenants herein, has Transamerica ever informed LifeMark that it was dissatisfied with the information provided by LifeMark in the application forms for the Subject Annuities.	Admits
09-549	53	At no time until the present controversy raised by its lawsuits herein, has Transamerica ever informed LifeMark that Transamerica expected LifeMark to provide either medical and health information and/or relationship information to Transamerica in connection with the application and issuing process for annuities, including the Subject Annuities.	Admits
09-549	54	One of Transamerica's requirements for each of the Subject Annuities was that Transamerica would not issue an annuity unless Transamerica receives in good order all information needed to issue the annuity.	Admits

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09-549	55	The applications for each of the Subject Annuities were accepted by Transamerica as being in good order.	Admits
09-549	56	Each of the Subject Annuities was issued by Transamerica without requesting any additional information from LifeMark and/or Edward Maggiacomo, Jr.	Admits