

EXHIBIT 6

NOVATION AGREEMENT

THIS NOVATION AGREEMENT (hereinafter the "Agreement") is made by and among Golden State Mutual Life Insurance Company ("Golden State Mutual"), IA American Life Insurance Company ("IA American"), and Mutual of Detroit Insurance Company (which was merged with and into Columbian Mutual Life Insurance Company in 2008) ("Columbian Mutual").

WHEREAS, Golden State Mutual and Mutual of Detroit had entered into the following Reinsurance Agreement ("Reinsurance Agreement"):

Agreement Description	Agreement No.	Effective	Cancelled
100% Coinsurance Agreement		Dec 31, 2006	

WHEREAS, IA American is an insurance company duly organized and existing under and by virtue of the laws of the State of Georgia, with its principal place of business and home office located at 17550 N. Perimeter Drive, Suite 210, Scottsdale, Arizona 85255-0131.

WHEREAS, on September 30, 2009, in Los Angeles Superior Court Case No. BS123005, the Los Angeles Superior Court ("Conservation Court") entered an Order Appointing Conservator and Restraining Order ("Conservation Order"), which appointed the Insurance Commissioner as conservator of Golden State.

WHEREAS, the Conservator will submit to the Conservation Court a plan of rehabilitation for Golden State which will allow for the assumption reinsurance by IA American of specified in force insurance policies and for the subsequent winding up of the affairs of Golden State.

WHEREAS, once the assumption reinsurance agreement is closed, Golden State Mutual wishes to be released and discharged from the Reinsurance Agreements and agrees to have IA American assume its rights under such Reinsurance Agreements, and IA American and Columbian Mutual have agreed to release and discharge Golden State Mutual from the Reinsurance Agreements; IA American has agreed to assume Golden State Mutual's position under the Reinsurance Agreements and to be bound by the terms of the Reinsurance Agreements; and Columbian Mutual is willing to have IA American assume Golden State Mutual's position and to have IA American so bound, all in accordance with the terms and conditions of this Novation Agreement;

NOW THEREFORE, THIS NOVATION AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements hereinafter contained, the parties hereto covenant and agree as follows:

- A. This Novation Agreement shall be effective as of the closing date of the assumption agreement by and between IA American and Golden State Mutual (the "Effective Date").

- B. IA American agrees with each of Golden State Mutual and Columbian Mutual, as from the Effective Date, to perform the Reinsurance Agreements, to be bound by all of the terms and conditions of the Reinsurance Agreements and to perform all of Golden State Mutual's duties, obligations and liabilities under the Reinsurance Agreements to the same extent as if IA American were a party to the Reinsurance Agreements instead of Golden State Mutual, provided that IA American shall enjoy all of Golden State Mutual's rights under the Reinsurance Agreements.
- C. Columbian Mutual, as from the Effective Date, accepts the liability of IA American under the Reinsurance Agreements in lieu of the liability of Golden State Mutual, agrees to IA American performing the Reinsurance Agreements, to IA American being bound by all of the terms and conditions of the Reinsurance Agreements and to IA American performing all of Golden State Mutual's duties, obligations and liabilities under the Reinsurance Agreements to the same extent as if IA American were a party to the Reinsurance Agreements instead of Golden State Mutual and agrees that IA American shall enjoy all of Golden State Mutual's rights under the Reinsurance Agreements; and releases and forever discharges Golden State Mutual from performing the Reinsurance Agreements and any of its terms and conditions, from any of Golden State Mutual's duties or obligations under the Reinsurance Agreements and from all claims, demands, actions and causes of actions which Golden State Mutual ever had, now has or may hereafter have against Columbian Mutual in any way arising out of, resulting from or related to the Reinsurance Agreements.
- D. Golden State Mutual agrees that IA American shall, as from the Effective Date, enjoy all of Golden State Mutual's rights under the Reinsurance Agreements and that IA American shall assume Golden State Mutual's position in the Reinsurance Agreements as if it were a party to such Reinsurance Agreements instead of Golden State Mutual.
- E. Columbian Mutual and IA American hereby ratify and confirm the Reinsurance Agreements as an agreement solely between them and agree that the Reinsurance Agreements shall continue, as from the Effective Date, between them in full force and effect in accordance with the terms and conditions of the Reinsurance Agreements and the terms and conditions of this Novation Agreement which shall form part of the Reinsurance Agreements.
- F. This Novation Agreement represents the entire agreement among the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous oral or written agreements relating thereto. This Novation Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- G. Each party agrees to do all things as may be necessary to give full effect to this Novation Agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officer or officers executed this Agreement on the dates shown below.

GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY

By David E. Wilson Date: 5/20, 2010

David E. Wilson, Special Deputy Insurance Commissioner, and not individually

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY

By [Signature]

Name Richard J. Pollard

Title SVP, CFO + Chief Actuary

Date 20 May 2010

IA AMERICAN LIFE INSURANCE COMPANY

By [Signature] Date: May 18th, 2010

Patrik R. Guindon, Vice President, Corporate Development