
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported):
June 6, 2018 (May 31, 2018)

Hartford Life Insurance Company
(Exact name of registrant as specified in its charter)

Connecticut
(State or other jurisdiction of
incorporation)

001-32293
(Commission file number)

06-0974148
(I.R.S. Employer Identification Number)

**1 Griffin Road North
Windsor, Connecticut 06095**
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Introductory Note

This current report on Form 8-K is being filed in connection with the consummation, on May 31, 2018 (the “Closing Date”), of the Talcott Resolution Sale Transaction (as defined below) contemplated by the Stock and Asset Purchase Agreement (the “Purchase Agreement”), entered into on December 3, 2017 by and among Hartford Holdings, Inc. (“HHI”) and its parent company, The Hartford Financial Services Group, Inc. (“The Hartford”), Hopmeadow Acquisition, Inc. (“TBCrgs q 0 0 0 rg BT

Peter F. Sannizzaro

David I. Schamis

Robert W. Stein

Heath L. Watkin

The directors named above also constitute the directors of the Company's indirect parent Buyer Parent GP, who were appointed to such board pursuant to the investor arrangements of Buyer Parent GP. Mr. Cornell, founder and senior partner, and Ms. Pollack, a managing director, of and were designated members of the board of Buyer Parent GP by Cornell Capital LLC, Mr

Mr. Siracusa, 53, has served as Vice President of the Company's Financial Planning and Analysis Group since March 2009. Prior to joining The Hartford, Mr. Siracusa held several leadership positions including Vice President and Chief Financial Officer of The Company's Financial Life Markets Group from April 2009 to November 2009. Before assuming these positions, Mr. Siracusa held several positions of leadership with The Hartford, including Vice President and International Financial Strategist from March 2007 to April 2009, Vice President of Corporate Planning & Analysis and Capital & Expense Management from June 2005 to March 2007 and Assistant Vice President of Corporate Management Reporting from November 2000 to June 2005. Prior to joining The Hartford, Mr. Siracusa worked with PricewaterhouseCoopers within the Insurance Practice Group from 1992 to 2000 and with Scully & Wolf CPAs from 1988 to 1992.

Mr. Hazel,ly &

Upon a termination of employment without cause, Mr. Sannizzaro will receive a severance payment equal to twelve months of salary continuation, a payment of a pro-rata portion of the executive's target award under the Company's short-term incentive plan, and a payment in respect of the "phantom units" described above equal to the amount Mr. Sannizzaro would have received if his employment had continued for an additional year. These severance benefits are conditioned on the executive's execution of a release.

The officers named above are eligible for the same benefits as full-time employees generally, including health, life insurance, disability and retirement benefits, and are also eligible to participate in non-qualified savings and retirement plans that provide benefits that would otherwise be provided but for the Internal Revenue Code limits that apply to tax-qualified benefit plans; these officers are also eligible to participate in the Company's non-qualified deferred compensation plan.

Item 5.03 Amendments to Articles of Incorporation or Bylaws

In connection with the consummation of the Talcott Resolution Sale Transaction, effective June 1, 2018, the Company's Board approved an amendment to the Company's Amended and Restated Certificate of Incorporation and an amendment and restatement of its By-Laws changing its name from "Hartford Life Insurance Company" to "Talcott Resolution Life Insurance Company." The Company's name change will be effective following approval by the Connecticut Department of Insurance.

Item 5.05 Amendments to the Registrant's Code of Ethics

In connection with the Talcott Resolution Sale Transaction, the Company's Board adopted a Code of Conduct (the "Code") which is substantially similar to the code of conduct of The Hartford that was applicable to the Company prior to the Closing Date. A copy of the Code is available on the Company's website at:

https://www.talcottresolution.com/resources/talcott_resolution_code_of_ethics_and_business_conduct_5_28_18.pdf

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Form of Offer Letter
10.2	Form of Cash Replacement Notice
10.3	Form of Critical Employee Agreement for Employees Tiers 1 through 3
10.4	Form of Critical Employee Agreement for Employees Tiers 4 and 5
10.5	Hopmeadow Holdings LP Phantom Unit Incentive Plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HARTFORD LIFE INSURANCE COMPANY

Date: June 6, 2018

By: /s/ Robert R. Siracusa
Name: Robert R. Siracusa
Title: Vice President and Chief Financial Officer

Exhibit 10.1

[Date]

[Employee Name and Address]

Dear [Employee Name]:

We are pleased to extend to you this offer of employment to join Talcott Resolution¹. This offer is contingent upon the close of the Talcott Sales Transaction BT 72b06pd7T 72.9s described herein. (.) Tj ET Q q 0 0 0 rg B7

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Talcott Resolution

AIPT

Of

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respects to the terms and conditions of the plan. Additional information about this plan is included in this offer letter package.

In addition to your award under the Hopmeadow Holdings, LP Phantom LP Interest Incentive Plan, we will replace any award previously made to you by The Hartford under its Long Term Incentive Plan that you are forfeiting solely as a result of the termination of your employment from The Hartford due to the Talcott Sales Transaction with a one-time cash award equal to the value of your forfeited awards as of the day the Talcott Sales Transaction closes and with the same vesting schedules as the forfeited awards. Additional details about your replacement award, if any, will be provided to you after the Talcott Sales Transaction closes.

Benefit Information: You will be eligible to participate in Talcott Resolution's benefit plans ("Benefit Plans"), including medical, dental, life, disability, paid time off ("PTO"), and 401(k) plan, to the extent that you are eligible to participate in fop(fer,) T2 .91 527.30 Td (T) Tjtal

Sincerely,

Pete Sannizzaro, Senior Vice President, Hartford Life Insurance Company

Signature & Date

Exhibit 10.2

«First_Name» «Last_Name»
«Street_Address»
«City_», «State» «Zip_Code»











Dear «First_Name»:

We are pleased to confirm that in connection with the sale of Hartford Life, Inc. to Hopmeadow Acquisition, Inc. (the “Talcott Sales Transaction”) and your commencement of employment with Talcott Resolution Life Insurance Company (“Talcott Resolution”), we are replacing any award previously made to you by The Hartford under its Long Term Incentive Plan that you forfeited solely as a result of the termination of your employment from The Hartford due to the Talcott Sales Transaction with a one-time cash award equal to the value of your forfeited awards. Your replacement cash award has the same vesting schedules as your forfeited awards. The details about your replacement award are set forth on the attached Schedule A.

Sincerely,

Schedule A

**LTI Cash Replacement Awards
For
[EMPLOYEE]**

Form of Forfeited Award under The Hartford Plan	Value of Forfeited Award	Cash Replacement	Vesting Schedule
[Option Award] [Performance Share Award][Restricted Stock Unit Award] [Restricted Stock]			[●]
[Option Award] [Performance Share Award][Restricted Stock Unit Award] [Restricted Stock]			[●]
[Option Award] [Performance Share Award][Restricted Stock Unit Award] [Restricted Stock]			[●]
[Option Award] [Performance Share Award][Restricted Stock Unit Award] [Restricted Stock]			[●]
[Option Award] [Performance Share Award][Restricted Stock Unit Award] [Restricted Stock]			[●]

**HOPMEADOW HOLDINGS, LP
PHANTOM UNIT INCENTIVE PLAN**

Section 1. Creation and Purpose

(a) Creation of the Hopmeadow Holdings, LP Phantom Unit Incentive Plan. Hopmeadow Holdings, LP (the “**Partnership**”) established the Hopmeadow Holdings, LP Phantom Unit Incentive Plan (the “**Plan**”) effective as of May 31, 2018.

(b) Purpose of the Plan. The purpose of the Plan is to provide key employees and directors of the Partnership and its subsidiaries (the “**Partnership Group**”) with notional equity interests which entitle such key employees to receive cash payments as distributions are made from the Partnership and eventual sale proceeds in the event of a sale of the Partnership. Awards under this Plan shall be in the form of “**Phantom Units**”, with each Phantom Unit notionally representing one Unit (as defined in Section 7(a) of the Amended and Restated Agreement Limited Partnership Agreement of the Partnership, dated as of May 31, 2018 (the “**LPA**”)) in the Partnership. Phantom Units are contractual rights to receive cash payments only; Phantom Units do not entitle any holder thereof to actual equity rights in the Partnership.

Section 2. _____

(iii) The Committee may consult with legal counsel and other advisors of its choosing, and shall not incur any liability for any action taken in good faith in reliance upon the advice of counsel.

(b) Delegation. The Committee may delegate its authority to officers or employees of the Partnership Group, subject to such terms as the Committee shall determine.

Section 3. Phantom Units.

(a) Rule of Construction. It is intended that, only for purposes of determining the amount of payments under this Plan, the Units of the Partnership actually outstanding shall be deemed to be proportionately adjusted immediately prior to such payment to give effect to the outstanding Phantom Units on a fully-diluted basis. By way of example only, if a distribution is made at a time when there are outstanding 10 Phantom Units and 100 Units are then outstanding, the Phantom Units shall be entitled to a cash payment in respect of such distribution by applying the distribution allocation provisions of the LPA assuming the percentage interest of the Phantom Units in respect of such distribution is determined by dividing (i) 10 by (ii) 110. If and to the extent appropriate to reflect any transaction affecting the equity interests of the

as determined by the Committee) such Participant would have received

beneficiary without a designated successor, distribution shall be made to the legal representative of the Participant, in which case, the Partnership Group, the Committee and any members thereof shall not be under any further liability to any other person.

Section 8. Miscellaneous Pr

(j) Indemnification. Each person who is or shall have been a member of the Board, and each delegate of the Board shall be indemnified and held harmless by the Partnership against and from any loss, cost, liability

[PARTNERSHIP LETTERHEAD]

_____, 201__

[Name]

Phantom Unit Grant Notice

Dear [Name]:

We are pleased to evidence and confirm our grant to you of an award of _____ Phantom Units under our Hopmeadow Holdings, LP Phantom Unit Incentive Plan (the "**Plan**").

We encourage you to review the enclosed Plan, as this notice and the award evidenced by this notice are subject to and are subordinate to the terms and conditions set forth in the Plan. As further set forth in the Plan, if you cease to remain actively employed by the Partnership Group, as defined in the Plan, you will forfeit your award. Payment in respect of your award, if any, shall be made as described in the Plan.

Congratulations on your participation in the Plan. We appreciate your past efforts and look forward to your continued outstanding performance.

Sincerely,

By: _____
[Name, Title]

Agreed and Accepted:

[Name]

[Date]