EXECUTION VERSION

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# STOCK PURCHASE AGREEMENT

between

AMBAC FINANCIAL GROUP, INC.

and

AMERICAN ACORN CORPORATION

Dated as of June 4, 2024

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# STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of June 4, 2024 (this "Agreement"), is made by and between American Acorn Corporation, a Delaware corporation ("Buyer"), and Ambac Financial Group, Inc., a Delaware corporation ("Seller"). Capitalized terms used herein shall have the meanings assigned to such terms in the text of this Agreement or in Section 8.1.

## R E C I T A L S:

WHEREAS, Seller owns all of the issued and outstanding shares of the common stock, par value $2.50 per share (the "Shares"), of Ambac Assurance Corporation, a Wisconsin stock insurance company (the "Company");

WHEREAS, Seller wishes to sell the Shares to Buyer, and Buyer wishes to purchase the Shares from Seller, on the terms and conditions set forth in this Agreement;

WHEREAS, the transactions contemplated by this Agreement may be deemed to constitute a sale of all or substantially all of the assets of Seller and, therefore, approval of the transactions contemplated by this Agreement by Seller's stockholders will be sought under Section 271 of the Delaware General Corporation Law (the "DGCL");

WHEREAS, the Seller Board, at a meeting duly called and held, prior to the execution of this Agreement, at which all directors of Seller were present and voting in favor, adopted resolutions: (a) declaring that the entry by Seller into this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are expedient and in the best interests of Seller and its stockholders, and declaring it advisable and in the best interests of Seller and its stockholders for Seller to enter into this Agreement and perform its obligations hereunder and thereunder, (b) approving (i) the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby and (ii) the performance by Seller of its covenants and other obligations hereunder on the terms and subject to the conditions set forth herein, subject to the Required Shareholder Approval and (c) recommending that the transactions contemplated by this Agreement be approved by Seller's stockholders in accordance with the DGCL (collectively, the "Seller Board Recommendation");

WHEREAS, concurrently with the execution of this Agreement, as a condition and material inducement to Buyer's willingness to enter into this Agreement and to consummate the transactions contemplated hereby, the parties hereto have agreed that, at the Closing, the Company will issue to Buyer (or an Affiliate of Buyer) a warrant in the form attached hereto as Exhibit A (the "Warrant"), exercisable, subject to the terms and the conditions set forth in the Warrant, for a number of shares of common stock, par value $0.01, of Seller ("Seller Common Stock") representing 9.9% of the fully diluted

shares of Seller Common Stock as of March 31, 2024, pro forma for the issuance of the Warrant;

WHEREAS, as a condition and material inducement to Buyer's willingness to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer or an Affiliate of Buyer and the Company have entered into new employment agreements with certain critical senior employees, each dated as of the date hereof, which agreements will become effective upon the Closing;

WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition and inducement to the willingness of Seller to enter into this Agreement, Buyer has delivered to Seller an equity commitment letter in the form attached hereto as Exhibit C (the "Equity Commitment Letter"), pursuant to which Sponsor has agreed, subject to the terms, conditions and limitations contained in the Equity Commitment Letter, to invest in Buyer the amounts set forth therein; and

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Seller, on the one hand, and Buyer, on the other hand, will enter into a transition services agreement on the terms set forth in the term sheet attached hereto as Exhibit B (the "Transition Services Agreement Term Sheet"), pursuant to which Seller will provide to the Company and its Subsidiaries, and the Company and its Subsidiaries will provide to Seller, certain services on a transitional basis after the Closing.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1

## Sale and Purchase of Shares

Section 1.1 Sale and Purchase of Shares. Subject to the terms and conditions hereof, at the Closing, Seller shall sell the Shares to Buyer, and Buyer shall purchase the Shares from Seller, for the Purchase Price.

Section 1.2 Purchase Price.

(a) The purchase price payable by Buyer to Seller for the Shares shall be an aggregate amount equal to the sum of (a) $420,000,000, plus (b) the Adjustment Amount (the "Purchase Price").

(b) At least five (5) Business Days prior to the Closing Date, Seller shall prepare in good faith and deliver to Buyer (1) a statement (the "Closing Statement"), certified by the Chief Financial Officer of Seller, setting forth the amount of (i) the First Adjustment, (ii) the Second Adjustment, (iii) the aggregate amount of Company Payments, if any, (iv) the Adjustment Amount and (v) the Purchase Price resulting

therefrom, in each case, together with reasonably detailed supporting documentation and calculations related thereto and (2) a statement setting forth the accrued liabilities as described in Section 4.6(i) and Section 4.6(j), in each case as of the most recent calendar quarter end (the "Preliminary Benefits Accounts"), which shall be settled in accordance with Section 4.6. The Purchase Price as set forth in the Closing Statement shall be payable at Closing as set forth in Section 1.3. The Purchase Price shall be subject to adjustment after the Closing as set forth in (c).

(c) Purchase Price True-Up

(i) Buyer shall have sixty (60) days after the Closing Date to review the Closing Statement (such period of time, the "Review Period"). The Closing Statement shall become final and binding at 11:59 p.m. New York City time on the 30th day of the Review Period, unless Buyer gives written notice of its disagreement with the Closing Statement (such written notice, a "Notice of Disagreement") to Seller on or prior to such date. During the Review Period, Seller shall make available to Buyer and its Representatives access to any information and personnel as reasonably required by Buyer in connection with its review of the Closing Statement. Any Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted. If a Notice of Disagreement is delivered to Seller in a timely manner, then the Closing Statement (as revised in accordance with this sentence) shall become final and binding upon Seller and Buyer on the earlier of (A) the date Seller and Buyer resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement or (B) the date any disputed matters are finally resolved in writing by the Independent Accounting Firm.

(ii) During the fifteen (15) day period following the delivery of a Notice of Disagreement (such period of time, the "Resolution Period"), Seller and Buyer shall seek in good faith to resolve in writing any differences that they may have with respect to the matters specified in the Notice of Disagreement. During the Resolution Period, each party and its auditors shall have access to the working papers of the other party and other supporting documentation used in preparation of the Closing Statement or the Notice of Disagreement. In the event that Seller and Buyer do not agree on any item or items shown or reflected in the Closing Statement within the Resolution Period, each of Seller and Buyer shall prepare separate written reports of such unresolved item or items and deliver such reports to the Independent Accounting Firm within 15 days after the expiration of the Resolution Period. The parties shall use their respective commercially reasonable efforts to cause the Independent Accounting Firm to, as soon as practicable and in any event within 15 days after receiving such written reports, determine the manner in which such item or items shall be treated in the Closing Statement; *provided*, *however*, that the dollar amount of each item in dispute shall be

determined within the range of dollar amounts proposed by Seller, on the one hand, and Buyer, on the other hand. The parties acknowledge and agree that (i) the review by and determinations of the Independent Accounting Firm shall be limited to, and only to, the unresolved item or items contained in the reports prepared and submitted to the Independent Accounting Firm by Seller and Buyer and (ii) the determinations by the Independent Accounting Firm shall be based solely on such reports submitted by Seller and Buyer and the basis for Seller's and Buyer's respective positions. Seller and Buyer agree to enter into an engagement letter with the Independent Accounting Firm containing customary terms and conditions for this type of engagement. The parties shall use their commercially reasonable efforts to cooperate with and provide information and documentation, including work papers, to assist the Independent Accounting Firm. Any such information or documentation provided by either party to the Independent Accounting Firm shall be concurrently delivered to the other party, subject, in the case of the Independent Accounting Firm's work papers, to such other party entering into a customary release agreement with respect thereto. Neither party shall disclose to the Independent Accounting Firm, and the Independent Accounting Firm shall not consider for any purposes, any settlement discussions or settlement offers made by either party with respect to any objection under this Section 1.2. The determinations by the Independent Accounting Firm as to the item or items in dispute shall be in writing and shall be final, binding and conclusive for all purposes of determining the Purchase Price and shall have the same effect for all purposes as if such determinations had been embodied in a final judgment, entered by a court of competent jurisdiction, and either party may petition a court of competent jurisdiction in accordance with Section 9.5 to reduce such decision to judgment. The fees, costs and expenses of retaining the Independent Accounting Firm shall be borne 50% by Seller and 50% by Buyer. Following the resolution of all disputed items (or, if there is no dispute, promptly after the parties reach agreement on the Closing Statement), Buyer shall revise the Closing Statement to reflect the resolution of any disputed items (as so revised, the "Final Closing Statement") and shall deliver a copy thereof to Seller. Seller will indemnify and hold Buyer and its Affiliates harmless from and against any Company Payments to the extent they were not reflected on (or not taken into account and resolved pursuant to the dispute resolution process set forth above with respect to) the Final Closing Statement. Buyer and its Affiliates may not make any claim for indemnification pursuant to the immediately preceding sentence after April 30, 2026.

(iii) With respect to the adjustment to the Purchase Price, if any, contained in the Final Closing Statement, the applicable party shall pay to the other party by wire transfer of immediately available funds, within ten (10) Business Days following the delivery of the Final Closing Statement, to an account or accounts designated by the receiving party in writing.

(d) Closing Benefits Accounts

(i) Within forty-five (45) days after the Closing Date, Seller shall provide to Buyer the accrued liabilities as described in Section 4.6(i) and Section 4.6(j), in each case as of the Closing Date (the "Closing Benefits Accounts").

(ii) Buyer shall have thirty (30) days after the date Buyer receives the information set forth in the foregoing clause d(i) to review the Closing Benefits Accounts (such period of time, the "Benefits Accounts Review Period"). The Closing Benefits Accounts shall become final and binding at 11:59 p.m. New York City time on the 30th day of the Benefits Accounts Review Period, unless Buyer gives written notice of its disagreement with the Closing Benefits Accounts (such written notice, a "Benefits Accounts Notice of Disagreement") to Seller on or prior to such date. During the Benefits Accounts Review Period, Seller shall make available to Buyer and its Representatives access to any information and personnel as reasonably required by Buyer in connection with its review of the Closing Benefits Accounts. Any Benefits Accounts Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted. If a Benefits Accounts Notice of Disagreement is delivered to Seller in a timely manner, then the Closing Benefits Accounts (as revised in accordance with this sentence) shall become final and binding upon Seller and Buyer on the earlier of (A) the date Seller and Buyer resolve in writing any differences they have with respect to the matters specified in the Benefits Account Notice of Disagreement or (B) the date any disputed matters are finally resolved in writing by the Independent Accounting Firm.

(iii) During the fifteen (15) day period following the delivery of a Benefits Accounts Notice of Disagreement (such period of time, the "Benefits Accounts Resolution Period"), Seller and Buyer shall seek in good faith to resolve in writing any differences that they may have with respect to the matters specified in the Benefits Accounts Notice of Disagreement. During the Benefits Accounts Resolution Period, each party and its auditors shall have access to the working papers of the other party and other supporting documentation used in preparation of the Closing Benefits Accounts or the Benefits Accounts Notice of Disagreement. In the event that Seller and Buyer do not agree on any item or items shown or reflected in the Closing Benefits Accounts within the Benefits Accounts Resolution Period, each of Seller and Buyer shall prepare separate written reports of such unresolved item or items and deliver such reports to the Independent Accounting Firm within 15 days after the expiration of the Benefits Accounts Resolution Period. The parties shall use their respective commercially reasonable efforts to cause the Independent Accounting Firm to, as soon as practicable and in any event within 15 days after receiving such written reports, determine the manner in which such item or items shall be treated in the Closing

Benefits Accounts; *provided*, *however*, that the dollar amount of each item in dispute shall be determined within the range of dollar amounts proposed by Seller, on the one hand, and Buyer, on the other hand. The parties acknowledge and agree that (i) the review by and determinations of the Independent Accounting Firm shall be limited to, and only to, the unresolved item or items contained in the reports prepared and submitted to the Independent Accounting Firm by Seller and Buyer and (ii) the determinations by the Independent Accounting Firm shall be based solely on such reports submitted by Seller and Buyer and the basis for Seller's and Buyer's respective positions. Seller and Buyer agree to enter into an engagement letter with the Independent Accounting Firm containing customary terms and conditions for this type of engagement. The parties shall use their commercially reasonable efforts to cooperate with and provide information and documentation, including work papers, to assist the Independent Accounting Firm. Any such information or documentation provided by either party to the Independent Accounting Firm shall be concurrently delivered to the other party, subject, in the case of the Independent Accounting Firm's work papers, to such other party entering into a customary release agreement with respect thereto. Neither party shall disclose to the Independent Accounting Firm, and the Independent Accounting Firm shall not consider for any purposes, any settlement discussions or settlement offers made by either party with respect to any objection under this Section 1.2. The determinations by the Independent Accounting Firm as to the item or items in dispute shall be in writing and shall be final, binding and conclusive for all purposes of determining the Closing Benefits Accounts and shall have the same effect for all purposes as if such determinations had been embodied in a final judgment, entered by a court of competent jurisdiction, and either party may petition a court of competent jurisdiction in accordance with Section 9.5 to reduce such decision to judgment. The fees, costs and expenses of retaining the Independent Accounting Firm shall be borne 50% by Seller and 50% by Buyer. Following the resolution of all disputed items (or, if there is no dispute, promptly after the parties reach agreement on the Closing Benefits Accounts), Seller shall revise the Closing Benefits Accounts to reflect the resolution of any disputed items (as so revised, the "Final Closing Benefits Accounts") and shall deliver a copy thereof to Buyer.

(e) With respect to the adjustment to the Preliminary Benefits Accounts, if any, contained in the Final Closing Benefits Accounts, such adjustment shall be settled in accordance with Section 4.6.

Section 1.3 Closing. The closing of the purchase and sale of the Shares contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m., New York City time, at the offices of Debevoise & Plimpton LLP, 66 Hudson Boulevard, New York, New York 10001 (or such other place as Seller and Buyer may agree in writing) (a) on the date that is the last Business Day of the calendar month during which the last of

the conditions set forth in Article 6 to be so satisfied or waived has been so satisfied or waived in accordance with this Agreement (other than those conditions that by their terms are to be satisfied by actions taken at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) (the "Condition Satisfaction"); provided that, if the Condition Satisfaction occurs fewer than ten (10) Business Days prior to the last Business Day of the calendar month during which the Condition Satisfaction occurs, then the Closing shall take place on the date that is the last Business Day of the calendar month immediately following the calendar month in which the Condition Satisfaction occurs, or (b) at another date, time or place that is mutually agreed to in writing by Seller and Buyer. The date on which the Closing takes place shall be the "Closing Date." At the Closing:

(a) Seller shall deliver to Buyer:

(i) free and clear of any Liens, (A) for Shares that are in certificated form, if any, share certificates (or, in relation to certificates that are missing or lost, an affidavit of lost share certificate, in a form and substance reasonably acceptable to Buyer), evidencing the Shares owned by Seller to the extent that such Shares are in certificated form, duly endorsed in blank or accompanied by a stock power duly executed in blank in proper form to transfer, by Seller, and (B) for Shares that are in uncertificated form (or are in certificated form but not bearing), if any, an instrument of transfer in respect of the Shares held by Seller, in form and substance reasonably acceptable to Buyer, executed by Seller;

(ii) the certificate referred to in Section 6.2(c);

(iii) written resignations of each of the directors, managers and officers, as applicable, of the Company, effective as of the Closing;

(iv) an executed IRS Form W-9; and

(v) each Ancillary Agreement to which it is a party.

(b) Buyer shall deliver to Seller:

(i) payment, by wire transfer to a bank account designated in writing by Seller (such designation to be made at least three (3) Business Days before the Closing Date), of immediately available funds in an aggregate amount equal to the Purchase Price; and

(ii) the certificate referred to in Section 6.3(c); and

(iii) each Ancillary Agreement to which it is a party.

Section 1.4 Withholding. Each of Buyer and the Company (and any agent thereof) shall be entitled to deduct and withhold from any consideration payable pursuant to this Agreement to Seller such amounts as Buyer or the Company (and any agent thereof), as applicable, is required to withhold or deduct under the Code or any provision of applicable state, local or foreign Law with respect to the making of such payment; provided, however, that prior to making any such deduction or withholding on any amount (other than withholding as a result of any Person's failure to deliver the documents described in Section 1.3(a)(iv)), Buyer shall use its commercially reasonable efforts to provide Seller with notice of intent to make such deduction or withholding and shall work in good faith to avoid or minimize the need to make such deduction or withholding to the extent permitted by applicable Law. To the extent that amounts are so withheld by Seller or the Company (or any agent thereof) and remitted to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable payee in respect of whom such deduction and withholding were made by Buyer or the Company (or any agent thereof), as applicable.

## ARTICLE 2

## Representations and Warranties of Seller

Except as set forth in the Seller Disclosure Letter, Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date as follows:

Section 2.1 Corporate Status. The Company is a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation and has all requisite corporate power and authority to own, lease and operate its property and assets and to carry on its business as now conducted. Seller is a corporation duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of incorporation. Except as set forth in Section 2.1 of the Seller Disclosure Letter, the Company is duly qualified to do business as a foreign corporation and is in good standing (where such concept is recognized) in all jurisdictions in which the property or assets owned, leased or operated by it, or the nature of the business conducted by it, is required to be so qualified or in good standing, except where the failure to be so qualified or in good standing would not reasonably be expected, individually or in the aggregate, to be material to the Company and its Subsidiaries, taken as a whole.

Section 2.2 Corporate and Governmental Authorization.

(a) Seller has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements and, subject to obtaining the Required Shareholder Approval, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements by Seller, the performance of

Seller's obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action of Seller, except for obtaining the Required Shareholder Approval. At a meeting duly called and held, prior to the execution of this Agreement, at which all directors of Seller were present and voting in favor, the Seller Board duly adopted resolutions (which, as of the date of this Agreement, have not been rescinded, modified or withdrawn in any way) (i) declaring that this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are expedient and in the best interests of Seller and its stockholders, and declared it advisable and in Seller's best interests to enter into this Agreement and to perform its obligations hereunder and thereunder, (ii) approving (A) the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby, and (B) the performance by Seller of its covenants and other obligations hereunder on the terms and subject to the conditions set forth herein, subject to the Required Shareholder Approval and (iii) recommending that the transactions contemplated by this Agreement be approved by Seller's stockholders in accordance with the DGCL. The Seller Board has directed that such resolutions be submitted to Seller's stockholders for their approval at the Seller Shareholders Meeting. Seller has duly executed and delivered this Agreement on the date hereof and will have duly executed and delivered the Ancillary Agreements that are required to be executed and delivered by Seller on the Closing Date by this Agreement. This Agreement constitutes, and each such Ancillary Agreement to which Seller is a party when so executed and delivered constitutes or will constitute, as applicable, the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or similar Laws relating to or affecting creditors' rights generally and by general principles of equity (whether considered at law or in equity) (collectively, the "Enforceability Exceptions").

(b) Except as set forth in Section 2.2(b) of the Seller Disclosure Letter, or as may result from any facts or circumstances solely relating to Buyer or its Affiliates (as opposed to any other third party), the execution and delivery of this Agreement and the Ancillary Agreements by Seller and the performance of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any Governmental Authority other than any actions or filings under Laws the absence of which would not reasonably be expected, individually or in the aggregate, to materially impair the ability of Seller to consummate the transactions contemplated hereby or thereby.

(c) The affirmative vote (in person or by proxy) of the holders of a majority of the voting power of Seller Common Stock then outstanding at the Seller Shareholders Meeting (the "Required Shareholder Approval") in favor of the approval of the transactions contemplated by this Agreement and the Ancillary Agreements is the only

vote of, or approval by, the holders of any class or series of share capital of Seller or any of its Affiliates that is necessary to approve the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 2.3 Non-Contravention. Provided that all consents, approvals, authorizations and other actions described or referenced in Section 2.2 have been obtained or taken, except as may result from any facts or circumstances solely relating to Buyer or its Affiliates (as opposed to any other third party), the execution and delivery of this Agreement and the Ancillary Agreements by Seller and the performance of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby do not (a) conflict with or breach any provision of the Organizational Documents of Seller, the Company or any of its Subsidiaries, (b) assuming compliance with the matters referred to in Sections 2.2(b) and Section 2.2(c), conflict with, constitute (with or without due notice or lapse of time or both) a default under or breach any provision of any Law or Governmental Order, in each case applicable to any of Seller or its Subsidiaries or to which any of their respective properties or assets are subject, (c) except as set forth in Section 2.3 of the Seller Disclosure Letter, require any consent of or other action by any Person under, constitute a default or an event that, with or without notice or lapse of time or both, would constitute (with or without the lapse of time or both) a default under, or give rise to any Person's right of termination, cancellation, acceleration, modification or other change of any right or obligation of such Person, or to a loss of any benefit to which any of Seller or its Subsidiaries is entitled under, or require any notice under, any provision of any Contract or Permit affecting the Company or its Affiliates or (d) result in the creation or imposition of any Lien (other than Permitted Liens) on any equity interests, assets or properties of the Company and its Subsidiaries, except in each case of clauses (b), (c) and (d), as would not reasonably be expected, individually or in the aggregate, to be material to the Company and its Subsidiaries, taken as a whole.

Section 2.4 Capitalization; Title to Shares.

(a) The authorized capital stock of the Company consists of 40,000,000 shares of common stock, par value $2.50 per share, of which only the Shares are issued and outstanding, and, as of the date hereof, 285,000 Auction Market Preferred Shares (the "AMPS"), of which 4,596 are issued and outstanding (the "Outstanding AMPS"). The Shares and the Outstanding AMPS have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of any applicable securities Laws or any option, right of first refusal, preemptive right, subscription right or any similar right under any provision of applicable Law, the Organizational Documents of any of the Company or its Subsidiaries or any other agreement to which any of the Company or its Subsidiaries is a party or otherwise bound. Seller owns the Shares, beneficially and of record, free and clear of any Liens other than Permitted Liens.

(b) Except as set forth in Section 2.4(a) and except for the Outstanding AMPS, there are no outstanding (i) shares of capital stock of or other voting or equity interests in the Company, (ii) securities of the Company convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests in the Company, (iii) options or other rights or agreements, commitments or understandings of any kind to acquire from the Company, or other obligation of Seller, the Company or any of its Subsidiaries to issue, transfer or sell, any shares of capital stock of or other voting or equity interests in the Company or securities convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests in the Company, (iv) voting trusts, proxies or other similar agreements or understandings to which Seller, the Company or any of its Subsidiaries is a party or by which Seller, the Company or any of its Subsidiaries is bound with respect to the voting of any shares of capital stock of or other voting or equity interests in the Company or any of its Subsidiaries, (v) contractual obligations or commitments of any character restricting the transfer of, or requiring the registration for sale of, any shares of capital stock of or other voting or equity interests in the Company or any of its Subsidiaries or (vi) stock appreciation rights, phantom stock or similar plans or rights with respect to the Company (the items in clauses (i), (ii) and (iii) being referred to collectively as the "Company Securities"). There are no outstanding obligations of Seller or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Securities. There are no (A) accrued and unpaid dividends or distributions with respect to any of the Company Securities or any equity interests of the Company that were previously outstanding or (B) Company Securities or other voting interests in the Company reserved for issuance.

(c) Schedule 2.4(c) sets forth, for each Seller RSU Award and Seller PSU Award held by a Business Employee as of the date hereof, (i) the name of the holder thereof; (ii) the date of grant thereof; (iii) the number of shares of Seller Common Stock subject to such Seller RSU Award or Seller PSU Award (including the target and maximum number of shares of Seller Common Stock that may be issued pursuant to a Seller PSU Award); (iv) the vesting schedule thereof; and (v) the treatment of such Seller RSU Award or Seller PSU Award in connection with the transactions contemplated by this Agreement. Each grant of a Seller RSU Award and Seller PSU Award was made in accordance, in all material respects, with the terms of the Seller Equity Plan and applicable Law. Other than the Seller RSU Awards and Seller PSU Awards set forth on Section 2.4(c) of the Seller Disclosure Letter, as of the date hereof, no Business Employee holds or has any right to any compensatory or other incentive equity or equity-linked interests with respect to the capital stock or other equity securities of Seller or any of its Affiliates.

Section 2.5 Subsidiaries; Ownership Interests.

(a) Each Subsidiary of the Company is duly organized, validly existing and in good standing (where such concept is recognized) under the Laws of its jurisdiction of

formation and has all corporate, limited liability company or trust, as applicable, power required to own, lease and operate its property and assets and to carry on its business as now conducted. Except as set forth in Section 2.1 of the Seller Disclosure Letter, each Subsidiary of the Company is duly qualified to do business as a foreign corporation, limited liability company or trust and is in good standing (where such concept is recognized) in all jurisdictions in which the property or assets owned, leased or operated by it, or the nature of the business conducted by it, is required to be so qualified or in good standing, except where the failure to be so qualified or in good standing would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. The authorized, issued and outstanding shares of capital stock of and all other voting or equity interests in all Subsidiaries of the Company, the respective jurisdictions of formation of such Subsidiaries and the Company's direct or indirect ownership interest in such Subsidiaries are identified in Section 2.5(a) of the Seller Disclosure Letter.

(b) All of the outstanding shares of capital stock of and other voting interests in each Subsidiary of the Company have been duly authorized and validly issued, are fully paid and nonassessable, were not issued in violation of any applicable securities Laws or any option, right of first refusal, preemptive right, subscription right or any similar right under any provision of applicable Law, the Organizational Documents of any of the Company or its Subsidiaries or any other agreement to which any of the Company or its Subsidiaries is a party or otherwise bound, and are owned beneficially and of record by the Company or one of its wholly owned Subsidiaries as set forth in Section 2.5(a) of the Seller Disclosure Letter, free and clear of any Liens other than Permitted Liens. Except as set forth in Section 2.5(b) of the Seller Disclosure Letter, there are no outstanding (i) shares of capital stock of or other voting or equity interests in any Subsidiary of the Company, (ii) securities of the Company or any of its Subsidiaries convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests in any Subsidiary of either Company, (iii) options or other rights or agreements, commitments or understandings of any kind to acquire from the Company or any of its Subsidiaries, or other obligation of Seller, the Company or any of its Subsidiaries to issue, transfer or sell, any shares of capital stock of or other voting or equity interests in any Subsidiary of the Company or securities convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests in any Subsidiary of the Company or (iv) stock appreciation rights, phantom stock or similar plans or rights with respect to any Subsidiary of the Company (the items in clauses (i), (ii) and (iii) being referred to collectively as the "Subsidiary Securities"). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Subsidiary Securities.

(c) Except as set forth in Section 2.5(c) of the Seller Disclosure Letter and Investment Assets acquired in the ordinary course, neither the Company nor any of its Subsidiaries owns any shares of capital stock of or other voting or equity interests in

(including any securities exercisable or exchangeable for or convertible into shares of capital stock of capital stock of or other voting or equity interests in) any other Person.

(d) Section 2.5(d) of the Seller Disclosure Letter sets forth a true, complete and correct list of all the states or jurisdictions where each of the Insurance Companies is domiciled or, as of the date hereof, "commercially domiciled", in each case for insurance regulatory purposes or where each of the Insurance Companies is licensed as of the date hereof.

Section 2.6 Financial Statements.

(a) Seller has made available to Buyer complete copies of unaudited consolidated balance sheets and income statements of the Company and its Subsidiaries (i) as of and for the years ended December, 31, 2020, December 31, 2021, December 31, 2022 and December 31, 2023 (the "Balance Sheet Date") and (ii) as of and for the three-month period ended March 31, 2024 ((i) and (ii) collectively, the "GAAP Financial Statements"). Except as set forth in Section 2.6(a) of the Seller Disclosure Letter, the GAAP Financial Statements have been prepared in all material respects in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods covered thereby (except as may be indicated in the notes thereto) and present fairly in all material respects the financial position and results of operations of the Company and its Subsidiaries at and for the respective periods indicated (subject to normal year-end adjustments and to any other adjustments described therein).

(b) Seller has made available to Buyer complete copies of (i) the annual statutory statement of the Company as of and for the annual periods ended December 31, 2020, December 31, 2021, December 31, 2022 and December 31, 2023, as filed with the Wisconsin Office of the Commissioner of Insurance and (ii) the quarterly statutory statements of the Company as of and for the quarterly period ended March 31, 2024, as filed with the Wisconsin Office of the Commissioner of Insurance (together with the exhibits, schedules and note thereto, the "Statutory Statements"). The Statutory Statements have been prepared in accordance with SAP applied on a consistent basis (except as may be indicated in the notes thereto) and present fairly in all material respects the statutory financial position of the Company, the admitted assets, liabilities and capital and surplus of the Company at their respective dates and the results of operations, changes in surplus and cash flows of the Company at and for the periods indicated in accordance with SAP (subject to normal year-end adjustments and to any other adjustments described therein).

(c) Seller has made available to Buyer complete copies of (i) the annual statutory statement of AUK as of and for the annual periods ended December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023 and (ii) balance sheets and income statements as of and for the three-month period ended March 31, 2024 ((i)

and (ii) collectively, the "AUK Financial Statements"). The AUK Financial Statements have been prepared in accordance with UK Accounting Standards and applicable Law including FRS 102 ("UK GAAP") applied on a consistent basis (except as may be indicated in the notes thereto) and present fairly in all material respects the statutory financial position and results of operations of AUK at and for the respective periods indicated (subject to normal year-end adjustments and to any other adjustments described therein).

(d) Each of the Company and its Subsidiaries has timely paid in all material respects all guaranty fund assessments that have been due, claimed or asserted by, or are the subject of any voluntary contribution commitment to, any state insurance guaranty association, risk sharing plan, joint underwriting association, residual market facility, assigned risk pool or similar arrangement, or any Governmental Authority charged with the supervision of insurance companies in any jurisdiction in which the Company does business.

(e) Each of the Company and its Subsidiaries maintain and comply, and at all times since December 31, 2020, has maintained and complied with, in all material respects, a system of internal accounting controls designed to provide reasonable assurances: (i) that (A) all transactions are executed in accordance with management's general or specific authorization, (B) all transactions are recorded as necessary to permit the preparation of proper and accurate financial statements for external purposes in accordance with GAAP, UK GAAP or SAP, as applicable and (C) access to their property and assets is permitted only in accordance with management's general or specific authorization and (ii) regarding prevention or timely detection of unauthorized acquisition, use or disposition of the property or assets of Seller, the Company or any of their Subsidiaries. At no time since December 31, 2020 has (A) any material weakness in any system or internal accounting controls used by any of the Company or its Subsidiaries been identified by their respective accountants or management, (B) to the Knowledge of Seller, any fraud or other wrongdoing that involves any of the management or other employees of Seller or any of the Company or its Subsidiaries who have a role in the preparation of the GAAP Financial Statements, the Statutory Statements or the AUK Financial Statements or the internal accounting controls used by any of the Company or its Subsidiaries occurred or (C) any material claim or allegation regarding any of the foregoing been made.

(f) The books and records of the Company and its Subsidiaries (i) have been maintained, in all material respects, in accordance with applicable Law and any applicable record keeping requirements set forth in the terms of the Insurance Contracts and (ii) accurately present and reflect, in all material respects, the assets and liabilities of the Company and its Subsidiaries.

Section 2.7 No Undisclosed Liabilities. The Company has no material liabilities other than those (a) that are disclosed or reserved against in the most recent

Statutory Statements, (b) incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date (none of which arises from or relates to any violation of Law, breach of Contract, tort, misappropriation, or infringement), (c) set forth in Section 2.7 of the Seller Disclosure Letter or (d) that would not be required to be disclosed in a consolidated balance sheet of the Company and its Subsidiaries prepared in accordance with GAAP or a balance sheet for the Company prepared in accordance with SAP.

Section 2.8 Absence of Certain Changes. Since the Balance Sheet Date, except as set forth in Section 2.8 of the Seller Disclosure Letter, (a) the business of the Company and its Subsidiaries has been conducted in all material respects in the ordinary course of business consistent with past practice, (b) there has been no Material Adverse Effect and (c) as of the date hereof, the Company has not taken any action that would, after the date hereof, be prohibited or omitted to take any action that would, after the date hereof, be required, as the case may be, by clauses (a) through (y) of Section 4.1.

Section 2.9 Material Contracts.

(a) Except as disclosed in Section 2.9 of the Seller Disclosure Letter (and other than (x) any Insurance Contracts, (y) any Reinsurance Agreements or (z) any Intercompany Agreements), neither the Company nor any of its Subsidiaries is a party to or bound by:

(i) any Contract relating to Indebtedness (whether incurred, assumed, guaranteed or secured by any asset), resulting in or authorizing any Lien (other than Permitted Liens) on any assets or properties of the Company or any of its Subsidiaries or providing any loans or advances made by the Company or its Subsidiaries to any other Person;

(ii) any joint venture, partnership, limited liability company or other similar Contract;

(iii) any Contract or series of related agreements, including any option agreement, relating to the acquisition, sale or other disposition of any business, capital stock, equity or assets of any other Person (whether by merger, sale of stock, sale of assets or otherwise) or the purchase or lease of any material real property;

(iv) any Contract or series of related Contracts for the purchase of materials, supplies, goods, services, equipment or other assets under which the Company and its Subsidiaries made payments of $250,000 or more during the twelve-month period ending on the Balance Sheet Date;

(v) any sales, distribution, agency or other similar Contract providing for the sale by the Company or any of its Subsidiaries of materials, supplies, goods, services, equipment or other assets (other than Investment Assets) under which payments of $250,000 or more were made to the Company or its Subsidiaries during the twelve-month period ending on the Balance Sheet Date;

(vi) any material third-party administration or other material insurance policy administration Contract relating to the Insurance Contracts;

(vii) any Contract that (A) (1) materially limits the freedom of the Company or any of its Subsidiaries to compete in any line of business or with any Person or in any area or (2) by its terms, would so limit the freedom of Buyer or its Affiliates or the Company or any of its Subsidiaries after Closing, (B) contains material exclusivity obligations or restrictions binding on the Company or any of its Subsidiaries or that, by its terms, would be binding on Buyer or any of its Affiliates after the Closing, (C) contains a "most favored nation" pricing provision or similar terms, (D) contains a right of first refusal, right of first offer or similar rights, or (E) contains any minimum volume requirement or "take or pay" provision;

(viii) any Contract pursuant to which (A) the Company or any of its Subsidiaries grants a Person a license to use any material Owned Intellectual Property, (B) any Person grants a license to the Company or any of its Subsidiaries to use such Person's Intellectual Property (excluding, in each case, licenses (x) granted to customers in the ordinary course of business and (y) under which the Company or any of its Subsidiaries made or received payments of $100,000 or less during the twelve-month period ending on the Balance Sheet Date), or (C) the Company's ability to use, develop, transfer, disclose or enforce any material Owned Intellectual Property rights is limited or restricted in any material respect (including concurrent use agreements, settlement agreements, coexistence agreements, and covenant not to sue agreements);

(ix) any Contract pursuant to which any unrelated third party provides material investment management services to any of the Company or its Subsidiaries or with respect to the businesses of the Company and its Subsidiaries, including subscription or similar Contracts relating to access by the businesses of the Company and its Subsidiaries to investment funds, index investment options or indices, whether involving general or separate account business;

(x) any Contract with a direct or indirect equityholder (excluding equityholders of Seller to the extent such Contract is on arms' length terms or is in respect of incentive equity interests granted under the Seller Equity Plan), officer, director, manager or employee of any of the Company or its Subsidiaries;

(xi) any collective bargaining agreement or other Contract with a union, works council, labor organization, or other employee representative (each, a "Labor Agreement");

(xii) any Contract with any Governmental Authority;

(xiii) any Contract containing any standstill or similar agreement pursuant to which the Company or any of its Subsidiaries has agreed not to acquire the assets or capital stock of another Person;

(xiv) any other Contract of the Company or any of its Subsidiaries providing for the provision of services involving consideration in excess of $500,000 during the twelve-month period ending December 31, 2023 or anticipated to exceed $500,000 during the twelve-month period ending March 31, 2024 and that is not terminable on notice of 90 or fewer calendar days without penalty or premium (which, for the avoidance of doubt, does not include the payment of any accrued charges); or

(xv) any employment or other service Contract with any Business Employee that (i) provides for annual cash compensation that exceeds $100,000 or (ii) cannot be terminated upon sixty (60) days' notice or less without further payment, liability or obligation.

(b) Each Contract or plan disclosed or required to be disclosed in the Seller Disclosure Letter pursuant to this Section 2.9 or Section 2.10 (each, a "Material Contract") is a valid and binding agreement of the Company or one of its Subsidiaries (subject to the Enforceability Exceptions) and is in full force and effect, and none of the Company, any Subsidiary of the Company or, to the Knowledge of Seller, any other party thereto is in default or breach in any material respect under (or is alleged to be in default or breach in any material respect under) the terms of, or has provided or received any written or, to the Knowledge of Seller, any oral notice of termination, cancellation or acceleration of, any such Material Contract, and, to the Knowledge of Seller, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default thereunder or result in a termination thereof or would cause or permit the acceleration of or other changes of or to any material right or material obligation or the loss of any material benefit thereunder. Seller has provided or made available to Buyer a true, complete and correct copy of each Material Contract in effect as of the date hereof.

(c) Section 2.10(c) of the Seller Disclosure Letter sets forth all advisors, managers, vendors, suppliers and other service providers providing materials, supplies, goods, services, equipment or other assets (other than Investment Assets) to the Company or any of its Subsidiaries for which the Company and its Subsidiaries have made payments or incurred liabilities of $100,000 or more during the twelve-month period

ending on March 31, 2024, together with the amount of such payments or liabilities for such twelve-month period.

Section 2.10 Properties.

(a) Title to Assets. Except as set forth in Section 2.10(a) of the Seller Disclosure Letter, the Company and its Subsidiaries have good title to all of their assets (real and personal, tangible and intangible) reflected on its most recent balance sheet contained in the Statutory Statements or thereafter acquired by the Company and its Subsidiaries (collectively, the "Assets") except for assets sold in the ordinary course of business consistent with past practice, in each case free and clear of any Lien other than Permitted Liens, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(b) Owned Real Property. Section 2.10(b) of the Seller Disclosure Letter lists all real property owned by the Company or any of its Subsidiaries (together with all improvements, buildings, structures and fixtures presently or hereafter located thereon or attached or appurtenant thereto, and all easements and other rights and interests appurtenant thereto, the "Owned Real Property"). Section 2.10(b) of the Seller Disclosure Letter also lists the address and owner of Owned Real Property. With respect to each Owned Real Property: (A) the Company or Subsidiary (as the case may be) has good and marketable indefeasible fee simple title to such Owned Real Property, free and clear of all liens and encumbrances, except Permitted Liens, (B) except as set forth in Section 2.10(b) of the Seller Disclosure Letter, the Company or Subsidiary has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof and (C) other than the right of Buyer pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein. Neither the Company nor any Subsidiary is a party to any agreement or option to purchase any real property or interest therein.

(c) Leased Real Property. Section 2.10(c) of the Seller Disclosure Letter lists all real property (i) leased, subleased or otherwise occupied by the Company or any of its Subsidiaries (the "Leased Real Property") and the leases, subleases, licenses, concessions and other agreements (written or oral), including the right to all security deposits and other amounts and instruments deposited by or on behalf of the Company for such real property to which the Company or any of its Subsidiaries is a party (the "Leases") and sets forth the address, landlord and tenant for each Lease. Except as set forth in Section 2.10(c) of the Seller Disclosure Letter, with respect to each of the Leases: (i) the Company's or its Subsidiaries' possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed, and to the Company's knowledge, there are no disputes with respect to such Lease; (ii) the other party to such Lease is not an affiliate of, and otherwise does not have any economic interest in, the Company or any of its Subsidiaries; (iii) neither the Company nor any of its Subsidiaries has subleased,

licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof; and (iv) neither the Company nor any of its Subsidiaries has collaterally assigned or granted any other security interest in such Lease or any interest therein.

Section 2.11 Intellectual Property and Information Technology.

(a) The Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries (excluding the Ambac Marks) ("Owned Intellectual Property") is owned by the Company or its Subsidiaries free and clear of all Liens except for Permitted Liens, and the Company and its Subsidiaries have a valid and enforceable right to use all other Intellectual Property used in or necessary for the conduct of its and their business. Section 2.11(a) of the Seller Disclosure Letter identifies each item of Owned Intellectual Property that is registered, filed, or issued under the authority of any Governmental Authority or domain name registrar as of the date hereof, including all patents, registered copyrights, registered mask works, and registered trademarks and all applications for any of the foregoing ("Registered IP"), and, for each such item, (i) the jurisdiction in which such item of Registered IP has been registered or filed and (ii) the applicable registration or serial number. All Registered IP is subsisting, and to the Knowledge of Seller, valid and enforceable. Neither Seller nor any of its Affiliates (other than the Company and its Subsidiaries) is the owner or licensee of any material Intellectual Property used in the business of the Company and its Subsidiaries, other than the Ambac Marks and commercially-available third-party software used to provide services under the Transition Services Agreement and proprietary software used to provide services under the Transition Services Agreement that is specifically identified therein, and neither Seller nor any of its Affiliates (other than the Company and its Subsidiaries) uses in its business any Owned Intellectual Property or Intellectual Property licensed to the Company or any of its Subsidiaries. Immediately after the Closing after giving effect to the transactions contemplated hereby, the Company and its Subsidiaries will exclusively possess all right, title, and interest in and to, or have a valid and enforceable right to use, all Intellectual Property used in or necessary for the conduct of its business, free and clear of any Liens other than Permitted Liens.

(b) The conduct of the business of the Company or any of its Subsidiaries does not and has not in the past six (6) years infringed or misappropriated the Intellectual Property rights of any Person in any material respect. To the Knowledge of Seller, since December 31, 2020 through the date of this Agreement no Person has infringed or misappropriated, and no Person is currently infringing or misappropriating, the Owned Intellectual Property in any material respect. Since December 31, 2020, no Person has asserted any written claim (i) challenging or questioning the Company's or any of its Subsidiaries' right, interest or title in any of the Owned Intellectual Property or (ii) alleging infringement or misappropriation of any Intellectual Property by the Company or any of its Subsidiaries. None of the Owned Intellectual Property is subject to any

pending or outstanding injunction, directive, order, judgment, or other disposition of dispute that adversely restricts the use, transfer, registration or licensing of any such Owned Intellectual Property by the Company in any material respect.

(c) The Company and each of its Subsidiaries has taken commercially reasonable security measures, including measures against unauthorized disclosure, to protect the secrecy, confidentiality, and value of its trade secrets and material confidential information. All material Intellectual Property used or held for use in the business of the Company or its Subsidiaries as of the date of this Agreement developed by past or current employees, consultants, or independent contractors of the Company or any of its Subsidiaries in the scope of their employment or engagement either vested in the Company or one of its Subsidiaries by operation of Law or has been validly assigned to the Company or one of its Subsidiaries under a written agreement and each Person with access in the last three (3) years to material trade secrets or confidential information of the Company or any of its Subsidiaries is bound by reasonable confidentiality obligations and use restrictions. To the Knowledge of Seller, no such employee, consultant or independent contractor is in violation of any such obligation in any material respect.

(d) The Company and its Subsidiaries (or their service providers, with respect to IT Systems not controlled by the Company or its Subsidiaries) have implemented and maintained commercially reasonable security measures designed to protect (i) the IT Systems from viruses and similar malware, and (ii) the IT Systems and all Personal Information maintained by the Company and its Subsidiaries from material unauthorized physical or virtual access, use, modification, acquisition, disclosure or other misuse. To the Knowledge of Seller, the IT Systems do not contain any such viruses or similar malware that would reasonably be expected to interfere in any material respect with the ability to conduct the Company's and its Subsidiaries' business or present a material risk of unauthorized access, disclosure, use, corruption, destruction or loss of any IT System, software, network, data, or Personal Information or other non-public information. The IT Systems are in good repair and operating condition and are adequate, sufficient, and suitable for the conduct of its business as currently conducted. There has been no material unauthorized access to or use of the IT Systems, nor has there been any downtime or unavailability of such IT Systems that resulted in a material disruption of the business of the Company or any of its Subsidiaries.

(e) (i) The Company and its Subsidiaries have implemented commercially reasonable written security, business continuity and disaster recovery plans, (ii) the Company and its Subsidiaries have implemented privacy policies and measures that are reasonably designed to ensure that the operation of the business is in compliance in all material respects with all applicable data security and data privacy Laws, (iii) except as set forth in Section 2.11(e) of the Seller Disclosure Letter, since December 31, 2020, neither the Company and its Subsidiaries, nor the IT Systems of the Company and its Subsidiaries have experienced a data or security breach or have experienced unauthorized

access to or disclosure of Personal Information owned or controlled by the Company or any of its Subsidiaries and (iv) except as set forth in Section 2.11(c) of the Seller Disclosure Letter, the Company and its Subsidiaries are in compliance in all material respects with applicable data security and data privacy Laws and industry and self-regulatory standards to which the Company or any of its Subsidiaries is bound or purports to comply with, Company privacy policies, and contractual obligations, in each case relating to data security and privacy, and, to the Knowledge of Seller, are not under investigation with respect to the violation of any such applicable Laws.

(f) Neither the Company nor any of its Subsidiaries is a party to, or bound by, any material Governmental Order, complaint, or material agreement with any Governmental Authorities, in each case, arising from a violation in any material respect by the Company or any of its Subsidiaries of any Laws applicable to data security or privacy. Except as set forth in Section 2.11(f) of the Seller Disclosure Letter, neither the Company nor any of its Subsidiaries have given or have been required to give notice to any customer, supplier, payment card issuer, financial institution, Governmental Authority, data subject, or other Person of any actual or alleged data security breaches, incidents, or failures or any material noncompliance pursuant to any applicable Laws or applicable provisions of any contract with respect to Personal Information, data privacy, data security, or consumer protection.

Section 2.12 Litigation. Except as set forth in Section 2.12 of the Seller Disclosure Letter and except as related solely to ordinary course Litigation with respect to the Insurance Contracts relating to bankruptcy or similar proceedings for the adjustment of claims or debts involving obligations insured by the Insurance Contracts, (a) there is no, and since December 31, 2020 there has been no, Litigation pending or, to the Knowledge of Seller, threatened by, against or affecting the Company or any of its Subsidiaries or, solely with respect to the business of the Company and its Subsidiaries, Seller or any of its Affiliates, and none of Seller, the Company or any of its Subsidiaries have received any notice from a Governmental Authority alleging, indicating or raising the same and (b) there are no settlement agreements or similar written agreements with any Governmental Authority, except with respect to Insurance Contracts, and no outstanding Governmental Orders issued by any Governmental Authority against or affecting the Company or any of its Subsidiaries. There is no Litigation pending or, to the Knowledge of Seller, threatened against or affecting Seller or any of its Subsidiaries which (i) would adversely affect Seller's performance of its obligations under this Agreement or (ii) would, or would reasonably be expected to, impair, impede or delay the Closing. The statements made by Seller in the email letter described on Section 2.12(b) of the Seller Disclosure Letter are true and correct in all material respects.

Section 2.13 Compliance with Laws; Licenses and Permits.

(a) Except as set forth in Section 2.13(a) of the Seller Disclosure Letter, the Company and its Subsidiaries is, and since December 31, 2020 has been, in compliance

in all material respects with all applicable laws (including common law), acts, codes, statutes, ordinances, rules, or regulations, and Governmental Orders ("Laws"). Except as set forth in Section 2.13(a) of the Seller Disclosure Letter, since December 31, 2020, neither the Company nor any of its Subsidiaries is or has been a party to, or bound by, any material Governmental Order or material agreement with any Governmental Authorities, in each case, applicable to it or its assets, properties or businesses, except for Insurance Contracts insuring the credit risk of Governmental Authorities that were issued by the Company or AUK and any applicable documents entered into in connection with such issuance or administration thereof, in each case, in the ordinary course business. Since December 31, 2020, neither the Company nor its Subsidiaries is or has been required to notify any Governmental Authority of any matter capable of having a serious regulatory impact on the Company or any of its Subsidiaries and, to the Knowledge of Seller, there are no circumstances that would give rise to any obligation to make such a notification.

(b) Except as set forth on Section 2.13(b) of the Seller Disclosure Letter, since December 31, 2020, the Company and its Subsidiaries have had and maintained in full force and effect in any relevant jurisdiction all required authorizations, licenses, franchises, permits, certificates, approvals, registrations or other similar authorizations issued or granted by, or registered with, applicable Governmental Authorities and affecting, or relating to, the Assets or the operation of the business of the Company and its Subsidiaries (the "Permits"), except as would not reasonably be expected, individually or in the aggregate, to be material to the Company and its Subsidiaries, taken as a whole, and neither the Company nor any of its Subsidiaries has been refused, or granted subject to material conditions or requirements, any Permit necessary for the ongoing operation of its business. Section 2.13(b) of the Seller Disclosure Letter sets forth a true, correct and complete list of all Permits. Except as set forth on Section 2.13(b) of the Seller Disclosure Letter, since December 31, 2020, the Permits are and have been valid and in full force and effect, and neither the Company nor any of its Subsidiaries has been or is in default under the Permits, and none of the Permits is suspended. The Company and its Subsidiaries (i) are in material compliance with all of the terms and requirements of each such Permit and (ii) at all times since December 31, 2020 has been in such material compliance. Except as set forth on Section 2.13(b) of the Seller Disclosure Letter, neither the Company nor any of its Subsidiaries has at any time since December 31, 2020 received any written notice or, to the Knowledge of Seller, oral communication from any Governmental Authority regarding any actual or proposed revocation, withdrawal, cancellation, nonrenewal, suspension or termination of, or material modification to, or any actual, alleged, or potential material violation of, or material failure to comply with, any such Permit.

(c) Seller has made available to Buyer (i) true, complete and correct copies of all material reports, statements, documents, registrations, filings or submissions (including those as a member of an insurance holding company system) and any

supplements or amendments thereto filed since December 31, 2020 by the Company with applicable Governmental Authorities and (ii) true, complete and correct copies of all financial examination and market conduct examination reports of all applicable Governmental Authorities with respect to the Company issued since December 31, 2020. Except as set forth in Section 2.13(c) of the Seller Disclosure Letter, (i) the Company is not, as of the date hereof, subject to any pending financial or market conduct examination by its Insurance Regulator or, to the Knowledge of Seller, threatened investigations by its Insurance Regulator and (ii) since December 31, 2020, all material deficiencies or material violations with respect to the business of the Company in all reports of examinations of the affairs of any company issued by its Insurance Regulator have been resolved to the reasonable satisfaction of such Insurance Regulator that noted such deficiencies or violations.

(d) Except as set forth on Section 2.13(d) of the Seller Disclosure Letter, none of the Company, any of its Subsidiaries or Affiliates (including Seller) is a party to any written Contract, consent decree or memorandum of understanding with, or a party to any commitment letter or similar undertaking to, or subject to any cease-and-desist or other order or directive by, or a recipient of any extraordinary supervisory letter from, or has adopted any policy, procedure or board or stockholder resolution at the request of, any Governmental Authority that, in each case, restricts materially the business of the Company and its Subsidiaries or relates to its capital adequacy or its credit or risk management policies or management or the Company and its Subsidiaries. Seller has made available to Buyer true, complete and correct copies of all written Contracts, consent decrees, memoranda of understanding, commitment letters, undertakings, cease-and-desist or other orders or directives, extraordinary supervisory letters, policies or procedures required to be set forth on Section 2.13(d) of the Seller Disclosure Letter.

(e) Except as set forth on Section 2.13(e) of the Seller Disclosure Letter, each third-party administrator, insurance claims adjuster or managing general agent that managed, adjusted or administered the business for the Company (whether or not Affiliates thereof) at the time such person managed, adjusted or administered the business was duly licensed as required by applicable Laws (for the type of business managed or administered on behalf of the Company), and to the Knowledge of Seller, no such third-party administrator, adjuster or managing general agent has been, or is, in material violation (or with or without notice or lapse of time or both, would be in violation) of any term or provision of any Law applicable to the administration, adjusting or management of insurance business for the Company.

(f) Since December 31, 2020, (i) each of the Company and its Subsidiaries have filed all material reports, returns, accounts, data and other information, applications and notices required to be filed with, or otherwise provided to, Governmental Authorities in accordance with the requirements of the Governmental Authorities and (ii) no

deficiencies have been asserted by any Governmental Authorities with respect to such filings which have not been cured or otherwise resolved.

(g) All fines and levies (if any) imposed on the Company or its Subsidiaries by any Governmental Authority in any jurisdiction have been paid.

(h) Except as set forth on Section 2.13(h) of the Seller Disclosure Letter, in respect of AUK:

(i) its financial resources and arrangements are sufficient to enable it to meet the Prudential Requirements as of the date of this Agreement and at the Closing Date. Seller is not aware of any matter or event which will, or would reasonably be expected to, cause the financial resources and arrangements of AUK to be insufficient to enable it to meet the Prudential Requirements;

(ii) as of the date of this Agreement and since December 31, 2020, each person engaged upon the business of AUK who carries out a controlled function within the meaning of s59(3) of FSMA has been approved by the relevant Governmental Authority pursuant to section 59(1) of FSMA in respect of those controlled functions;

(iii) there is no Litigation pending or, to the Knowledge of Seller, threatened that could result in AUK or any associated person (including but not limited to AUK's directors or employees) thereof becoming subject to any disqualification, censure, limitation, suspension, revocation, penalty or other enforcement or disciplinary outcome of a Governmental Authority (and Seller is not aware of any circumstances likely to give rise to such outcomes);

(iv) since December 31, 2020, it has not been officially informed of any outstanding issues with any Governmental Authority concerning the standards of regulatory compliance that have applied or may still apply in the conduct of business, internal organization, financial adequacy, risk management disciplines or other relevant control functions in respect of any business carried on by AUK;

(v) as of the date of this Agreement and since December 31, 2020, there has not been any, and there is currently no ongoing (including outstanding and unresolved) (x) instance of major or systemic non-compliance with applicable Laws or (y) customer remediation program;

(vi) as of the date of this Agreement and since December 31, 2020, AUK has conducted its business in all material respects in accordance with all applicable Laws and regulations, including without limitation (x) the PRA's and FCA's requirements pertaining to outsourcing arrangements and operational resilience and (y) the Prudential Requirements;

(vii) as of the date of this Agreement and since December 31, 2020, AUK does not have, and has not had, any "clients" or "customers" that are "retail clients" or "consumers" (as such terms are defined in the FCA's Handbook of Rules and Guidance);

(viii) AUK is not subject to FCA's Consumer Duty, including in relation to "closed products" (as such term is defined in the FCA's Handbook of Rules and Guidance) and ignoring, for these purposes, any transitional provisions that may apply; and

(ix) to the Knowledge of Seller, there are no proposed changes to any Law which could have a material impact on the operations of AUK.

Section 2.14 Employees, Labor Matters, etc.

(a) Section 2.14(a) of the Seller Disclosure Letter sets forth, as of the date hereof, each Business Employee, and for each: (i) name or employee ID; (ii) job title; (iii) primary work location; (iv) hourly wage or base salary (as applicable); (v) target incentive compensation; (vi) exempt or non-exempt status (for U.S. employees); (vii) active or inactive status (and as applicable, type of leave and anticipated return date); (viii) full-time or part-time status; (ix) visa status (as applicable); (x) union or non-union status; (xi) date of hire; (xii) employing entity and (xiii) accrued unused vacation and paid time off. The Business Employees are sufficient in number and skill to allow Buyer to operate the business of the Company and its Subsidiaries in substantially the same manner as the business of the Company and its Subsidiaries was conducted immediately prior to the Closing. All Business Employees primarily provide services to the business of the Company and its Subsidiaries.

(b) The Company and its Subsidiaries are not party to or bound by any Labor Agreement, Seller is not party to or bound by any Labor Agreement covering any Business Employees, and no such Labor Agreements are currently being negotiated. No Business Employees are represented by any labor union, labor organization, works council, employee representative or group of employees with respect to their employment with Seller, the Company or any of its Subsidiaries. Since December 31, 2020, there have been no labor strikes, lockouts, labor disputes, slowdowns, work stoppages, picketing, hand billing, unfair labor practice charges, material labor union grievances or material labor arbitration proceedings, pending, or to the Knowledge of Seller, threatened against or affecting Seller with respect to any Business Employee or the Company or any of its Subsidiaries and, to the Knowledge of Seller, since December 31, 2020, there have been no union organizing activities involving any Business Employees. Neither Seller, the Company nor any of its Subsidiaries have any legal or contractual requirement to provide notice or information to, bargain with, enter into any consultation procedure with, or obtain consent from, any labor union, works council, labor organization or employee representative representing any Business Employee, or any applicable labor

tribunal, in connection with the execution of this Agreement or the transactions contemplated by this Agreement.

(c) Seller (with respect to the business of the Company and its Subsidiaries), and the Company and its Subsidiaries are and since December 31, 2020 have been in compliance in all material respects with all applicable Laws respecting labor, employment, and employment practices, including all applicable Laws respecting terms and conditions of employment, health and safety, wages and hours (including the classification of independent contractors and exempt and non-exempt employees), immigration (including the completion of Forms I-9 for all U.S. employees and the proper confirmation of employee visas), employment discrimination, harassment, retaliation, restrictive covenants, pay transparency, disability rights or benefits, equal opportunity, plant closures and layoffs (including the WARN Act), workers' compensation, labor relations, employee leave issues, employee trainings and notices, affirmative action and unemployment insurance.

(d) Except as would not reasonably be expected, individually or in the aggregate, to result in material liability for the business of the Company and its Subsidiaries taken as a whole: (i) Seller (with respect to the business of the Company and its Subsidiaries), the Company and each of its Subsidiaries has fully and timely paid all wages, salaries, overtime, wage premiums, commissions, bonuses, severance and termination payments, fees and other compensation that have come due and payable to the Business Employees and independent contractors under applicable Laws, Contract or company policy; and (ii) each individual who is providing or within the past three years has provided services to Seller (with respect to the business of the Company and its Subsidiaries), or the Company or any of its Subsidiaries and is or was classified and treated by Seller, the Company or any of their respective Subsidiaries as an independent contractor, consultant, leased employee or other non-employee service provider, is and has been properly classified and treated as such for all applicable purposes.

(e) Seller (with respect to the business of the Company and its Subsidiaries), and the Company and each of its Subsidiaries has reasonably investigated, and, if required by applicable Law, taken corrective action with respect to, all sexual harassment allegations against officers, directors, partners, or supervisory-level Business Employees of which Seller has Knowledge since December 31, 2020. To the Knowledge of Seller, there are no allegations of sexual harassment or discrimination against any Business Employees, that, if known to the public, would bring the business of the Company and its Subsidiaries into material disrepute.

(f) To the Knowledge of Seller, no Business Employee or independent contractor of the business of the Company and its Subsidiaries is in violation in any material respect of any term of any nondisclosure agreement, nonsolicitation agreement or, noncompetition agreement that is: (i) owed to the business of the Company and its

Subsidiaries; or (ii) owed to any third party with respect to such person's right to be employed or engaged by the business of the Company and its Subsidiaries.

(g) Section 2.14(g) of the Seller Disclosure Letter sets forth, by termination date and work location, the name of each employee of the Company or its Subsidiaries (or other employee at any site of employment at which a Business Employee is employed) who will suffer an "employment loss" under the WARN Act within the 90 days up to the Closing Date, and Seller will update such schedule on the Closing Date.

Section 2.15 Employee Benefit Plans and Related Matters; ERISA.

(a) Section 2.15(a) of the Seller Disclosure Letter sets forth a list of all material Seller Benefit Plans. For the purposes of this Agreement, "Seller Benefit Plan" means (i) all "employee benefit plans," as defined in Section 3(3) of ERISA (whether or not subject to ERISA), and (ii) all other employment, consulting or other service, severance pay, change in control, relocation, salary, continuation, bonus, incentive, stock option, retirement, pension, profit sharing, retention or deferred compensation, vacation, paid time off or other fringe benefit and all other benefit or compensation plans, contracts, programs, policies, agreements, funds, or arrangements of any kind, in each case that are sponsored, maintained, contributed to, or required to be contributed to by Seller or any of its Subsidiaries for the benefit of any Business Employee or any current or former employee, director, individual service provider or consultant of the Company or any of its Subsidiaries, or under or with respect to which the Company or any of its Subsidiaries has any current or contingent liability or obligation. Section 2.15(a) of the Seller Disclosure Letter separately designates each Company Benefit Plan. For purposes of this Agreement, "Company Benefit Plan" means each Seller Benefit Plan that is (x) maintained, sponsored or contributed to solely by the Company or any of its Subsidiaries or (y) a written agreement with a Business Employee to which the Company or its Subsidiary (but not Seller or any of its other Subsidiaries) is a party, has liability or is obligated. A copy, or summary of material terms, of each of the material Seller Benefit Plans, as in effect on the date of this Agreement, has been provided to Buyer.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in material liability for the business of the Company and its Subsidiaries taken as a whole: (i) each Seller Benefit Plan complies, and has been established, maintained, funded and administered, in form and operation, in compliance with its terms and all requirements of applicable Law (including ERISA and the Code for Seller Benefit Plans in the U.S.), and (ii) no Litigation or governmental administrative proceeding, audit, dispute or other proceeding or claim (other than routine claims for benefits) is pending or, to the Knowledge of Seller, threatened with respect to any Seller Benefit Plan or any fiduciary or service provider thereof, and, to the Knowledge of Seller, there is no reasonable basis for any such Litigation, proceeding, audit, dispute or other proceeding or claim.

(c) Each Seller Benefit Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS, and, to the Knowledge of Seller, no event or omission has occurred that would adversely affect any Seller Benefit Plan's qualified status. No Seller Benefit Plan (with respect to a Business Employee) or Company Benefit Plan is, and neither the Company nor any Person that is or at any relevant time would be considered a single employer with the Company or any of its Subsidiaries under Section 414 of the Code or Section 4001(b) of ERISA (an "ERISA Affiliate") has, within the six (6) years preceding the date of this Agreement, sponsored, maintained, contributed to, or been required to contribute to or otherwise has any current or contingent liability or obligation under or with respect to, any (i) "defined benefit plan" as defined in Section 3(35) of ERISA or any other employee benefit plan that is or was subject to Title IV of ERISA, Section 412 of the Code or Section 302 of ERISA, (ii) a multiemployer plan (as defined in Section 3(37) of ERISA), (iii) any funded welfare benefit plan within the meaning of Section 419 of the Code, (iv) "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA or (v) "multiple employer plan" within the meaning of Section 210 of ERISA or Section 413(c) of the Code. Neither of Seller, the Company or any ERISA Affiliate has, within the six (6) years preceding the date of this Agreement, incurred any liability under Title IV of ERISA that has not been paid in full.

(d) None of the Seller Benefit Plans provides to any current or former Business Employee or his/her beneficiary, and neither the Company nor any of its Subsidiaries has any obligation or liability to provide to any Person, retiree or post-employment health or welfare benefits, other than as required by Part 6 of Subtitle B of Title I of ERISA, similar state Law for which the covered Person pays the full premium cost of coverage or under an employment, severance or other agreement listed on Section 2.15(d) of the Seller Disclosure Letter pursuant to which the Company pays or subsidizes such premium cost.

(e) Neither the Company nor any of its respective Subsidiaries has incurred (whether or not assessed) any material Tax or penalty under Section 4980B, 4980D, 4980H, 6721 or 6722 of the Code. There has been no non-exempt "prohibited transaction" (within the meaning of Section 4975 of the Code or Section 406 of ERISA) or breach of fiduciary duty (as determined under ERISA) with respect to any Company Benefit Plan or, to the extent material liability to the Company or any of its Subsidiaries would result, any Seller Benefit Plan. With respect to each Company Benefit Plan and, with respect to Business Employees, each Seller Benefit Plan, all contributions, reimbursements and premium and benefit payments that have become due have been timely paid or, to the extent not yet due, have been properly accrued in accordance with GAAP.

(f) Without limiting the generality of the foregoing, with respect to the Seller Benefit Plans that are subject to the Laws of a jurisdiction other than the United States (a

"Non-U.S. Benefit Plan"): (i) each Non-U.S. Benefit Plan that is intended, to the extent allowable under applicable Law, to obtain tax exemption on contributions, benefits and/or invested assets under applicable Law meets the requirements for such tax exemption under applicable Law, (ii) to the Knowledge of Seller, there are no examinations or pending cancellations of the tax exemption of any Non-U.S. Benefit Plan, (iii) no Non-U.S. Benefit Plan is a defined benefit pension plan, and (iv) no Non-U.S. Benefit Plan has any unfunded liabilities, nor are such unfunded liabilities reasonably expected to arise in connection with the transactions contemplated by this Agreement, except, for clauses (i), (ii) and (iv) of this Section 2.15(f), as would not reasonably be expected, individually or in the aggregate, to result in material liability for the business of the Company and its Subsidiaries taken as a whole.

(g) Except as set forth in Section 2.15(g) of the Seller Disclosure Letter or as required by Section 4.6, the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement will not (alone or in combination with any other event) (i) result in any new compensation or benefit or an increase in the amount of compensation or benefits, or the acceleration of the vesting, funding or timing of payment of any compensation or benefits payable to or in respect of any Business Employee or other current or former employee or other service provider of the Company or any of its Subsidiaries, (ii) result in any liability of the Company and its Subsidiaries that is not assumed, incurred or paid for by Seller or another of its Subsidiaries for any compensation or benefits to any current or former Business Employee or other current or former employee or other service provider of the Company or any of its Subsidiaries or (iii) restrict the ability of the Company to merge, amend or terminate any Company Benefit Plan, (iv) require a contribution by the Company or any of its Subsidiaries to any Company Benefit Plan, (v) result in the forgiveness of any employee or service provider loan or (vi) result in any "excess parachute payment" (as defined in Section 280G(b)(1) of the Code). No Business Employee or employee or other service provider of the Company or any of its Subsidiaries is entitled to receive any gross-up, make-whole or additional payment by reason of any Taxes under Section 4999 or 409A of the Code imposed on such Business Employee.

(h) Each Seller Benefit Plan and Company Benefit Plan that constitutes in any part a "nonqualified deferred compensation plan" (as defined under Section 409A(d)(1) of the Code) subject to Section 409A of the Code and in which a Business Employee or, except as would not result in any liability to the Company or any of its Subsidiaries, other current or former employee or other service provider of the Company or any of its Subsidiaries participates has, in respect of such Business Employees, or other service providers, been operated and administered in all material respects in operational compliance with, and is in all material respects in documentary compliance with, Section 409A of the Code and all IRS guidance promulgated thereunder, and no amount under any such plan, agreement or arrangement is, has been or would reasonably be expected to be subject to any additional Tax, interest or penalties under Section 409A of the Code.

No amounts paid or payable by Seller or any of its Subsidiaries to any Business Employee or employee or other service provider of the Company or any of its Subsidiaries are subject to any Tax or penalty imposed under Section 457A of the Code.

Section 2.16 Environmental Matters. The Company and its Subsidiaries (a) are, and since December 31, 2020 have been, in compliance in all material respects with all Environmental Laws, which has included the possession of and compliance with all Permits required pursuant to Environmental Laws, and (b) are not and have not been subject to any Litigation, and have not received any Governmental Orders or other notices, regarding any actual or alleged violation of or liability under Environmental Laws. There has been no release or disposal of, contamination by, or exposure of any Person to any Hazardous Materials so as to give rise to liability under Environmental Laws for the Company or any of its Subsidiaries. The Company and its Subsidiaries have made available to Buyer all environmental, health or safety audits, assessments, reports and other material documents relating to their current or former properties, facilities or operations that are in their or Seller's possession or control.

Section 2.17 Tax Matters.

(a) Filing and Payment. All income and other material Tax Returns required to be filed by, on behalf of or with respect to the Company or any of its Subsidiaries have been duly and timely filed (after giving effect to any valid extensions of time in which to make such filings) and are true, complete and correct in all material respects. All income and other material Taxes required to be paid by the Company or any of its Subsidiaries (whether or not shown to be payable on any Tax Returns) have been duly and timely paid. All material Taxes required to be withheld by the Company and any of its Subsidiaries have been duly and timely withheld, and such withheld Taxes have been either duly and timely paid to the proper Governmental Authority or properly set aside in accounts for such purpose. The Company and its Subsidiaries have collected all material sales, use, value-added or similar Taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Authority, or has been furnished properly completed exemption certificates.

(b) Procedure and Compliance. (i) No agreement, election or other arrangement waiving or extending, or having the effect of waiving or extending, the statute of limitations or the period of assessment or collection of any Taxes with respect to the Company or any of its Subsidiaries has been filed or entered into with any Governmental Authority; (ii) no Taxes with respect to the Company or any of its Subsidiaries are under audit, examination or judicial proceedings by any Governmental Authority (and there is no such audit, examination or judicial proceeding that is proposed or threatened); and (iii) no Governmental Authority has asserted in writing any adjustment deficiency or any underpayment with respect to Taxes against the Company or any of its Subsidiaries that has not been satisfied by payment, settled or withdrawn.

(c) Unpaid Taxes. The unpaid Taxes of the Company and its Subsidiaries for Pre-Closing Tax Periods (other than any such Taxes which are incurred on the Closing Date but after the Closing and not in the ordinary course of business), being Taxes not yet due and payable, will not exceed the reserve for Tax liability (not to include any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the latest GAAP Financial Statements (rather than in any notes thereto), as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company and its Subsidiaries in filing their Tax Returns, adjusted for changes in ordinary course operating results.

(d) Closing Agreements and Consolidation. Neither the Company nor any of its Subsidiaries (i) has received or applied for a Tax ruling or entered into a closing agreement pursuant to Section 7121 of the Code (or any predecessor provision or any similar provision of state or local Law) or is otherwise subject to any of the foregoing, other than the closing agreement between Seller and its subsidiaries and the IRS dated April 30, 2013 (the "Closing Agreement"), (ii) is or has been a member of any affiliated, consolidated, combined or unitary group (other than any group of which Seller is the common parent) for purposes of filing Tax Returns on net income or (iii) has any liability for the Taxes of any Person (other than another member of a group of which Seller is the common parent) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, or by contractual obligation (other than pursuant to customary Tax sharing or allocation provisions contained in contractual obligations not primarily related to Taxes). Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax Sharing Agreement providing for the allocation of Taxes, other than the Tax Sharing Agreement dated March 14, 2012, as amended, between Seller and the Company.

(e) Tax Liens. There are no Tax liens on the assets of the Company or any of its Subsidiaries (other than Permitted Liens).

(f) Certain Events. Neither the Company nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" within the meaning of Section 355 of the Code in the two years prior to the date of this Agreement. None of the Company and its Subsidiaries has participated in a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(g) Certain Items of Income. Neither the Company nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income in a taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) change in, or use of an improper, method of accounting prior to the Closing Date for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. Tax Law) executed on or prior to the Closing Date, (iii) intercompany transactions occurring, or any excess loss account existing, on or prior

to the Closing Date, in each case as described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local, or non-U.S. Tax Law), (iv) installment sale or open transaction disposition made on or prior to the Closing Date outside of the ordinary course of business consistent with past practice or (v) prepaid amount received outside of the ordinary course of business consistent with past practice on or prior to the Closing Date. Neither the Company nor any of its Subsidiaries will be required to pay any Tax for any taxable period (or portion thereof) beginning after the Closing Date under Section 965 of the Code.

(h) Tax Classification. The Company is, and at all times since its formation has been, properly treated as a C corporation for U.S. federal and all applicable state and local income Tax purposes.

(i) USRPHC. The Company has not been a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(j) Insurance Company Status. The Company has been an "insurance company" within the meaning of Section 831 of the Code that is subject to such section of the Code since the time of its formation. AUK has been a "qualifying insurance company" within the meaning of Section 953(e)(3) of the Code since the time of its formation.

Section 2.18 Insurance. All current property and liability insurance policies covering the Company, its Subsidiaries or the Assets are in full force and effect (and all premiums due and payable thereon have been paid in full on a timely basis), and no written notice of cancellation, termination or revocation or other written notice that any such insurance policy is no longer in full force or effect or that the issuer of any policy is not willing or able to perform its obligations thereunder has been received by Seller, the Company or its Subsidiaries. For the avoidance of doubt, this Section 2.18 does not address reinsurance agreements.

Section 2.19 Finders' Fees. Except for Moelis & Company LLC ("Moelis"), whose fees and expenses will be paid by Seller or an Affiliate of Seller (other than the Company or any of its Subsidiaries), there is no investment banker, broker, finder or other intermediary retained by or authorized to act on behalf of Seller or the Company or any of its Subsidiaries who is entitled to any fee or commission from Buyer or any of its Affiliates (including, after the Closing, the Company and its Subsidiaries) upon consummation of the transactions contemplated hereby.

Section 2.20 Transactions with Affiliates. Section 2.20 of the Seller Disclosure Letter lists, as of the date hereof, all written agreements, contracts, arrangements and other commitments solely among the Company or any of its Subsidiaries, on the one

hand, and Seller or any of its Affiliates (other than the Company or any of its Subsidiaries), on the other hand (the "Intercompany Agreements").

Section 2.21 Reinsurance and Retrocession. Section 2.21 of the Seller Disclosure Letter sets forth each reinsurance or retrocession treaty or agreement, memorandum, slip, binder, cover note or other similar arrangement to which the Company or any Subsidiary is a party and any assumption reinsurance agreement or novation agreement with respect to an Insurance Contract (except for non-terminated Reinsurance Agreements without underlying outstanding policies), including any ancillary agreements related to any such arrangement ("Reinsurance Agreements"), in each case, pursuant to which gross reserves ceded under such agreement exceed $1,000,000 ("Material Reinsurance Agreements"). Each Reinsurance Agreement is a valid and binding agreement of the Company (subject to the Enforceability Exceptions) or such Subsidiary and is in full force and effect. Seller has made available to Buyer true, correct and complete copies of all Reinsurance Agreements. None of the Company, any such Subsidiary or, to the Knowledge of Seller, any other party thereto is in default or breach in any respect under (or is alleged to be in default or breach in any respect under) the terms of, or has provided or received any written notice of termination of, any such Reinsurance Agreement, and, to the Knowledge of Seller, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default thereunder or result in a termination thereof or would cause or permit the acceleration of or other changes of or to any right or obligation or the loss of any benefit thereunder, except, in each case, as would not reasonably be expected, individually or in the aggregate, to be material to the Company and its Subsidiaries. As of the date, there is no dispute under any Reinsurance Agreement that would reasonably be expected, individually or in the aggregate, to be material to the Company or any of its Subsidiaries. No Insurance Company has received any written notice prior to the date hereof from a third-party reinsurer under any Reinsurance Agreement of such reinsurer's intention to raise premiums rates paid by such Insurance Company thereunder, nor, to the Knowledge of Seller, has any third-party reinsurer threatened in writing prior to the date hereof to raise such rates.

Section 2.22 Reserves. The insurance policy reserves recorded in the Statutory Statements, as of the dates of such Statutory Statements (i) were determined in all material respects in accordance with Statement of Statutory Principles No. 60 "Financial Guarantee Insurance", as in effect on the applicable dates of such Statutory Statements, applied on a consistent basis for the periods presented, (ii) complied in all material respects with the requirements of applicable Laws and (iii) were computed in all material respects on the basis of assumptions consistent with those used in computing the corresponding items in the Statutory Statements.

Section 2.23 Actuarial Reports. Seller has delivered to Buyer a true, complete and correct copy of the Actuarial Report with respect to the Company. As of the date

hereof, KPMG has not issued to Seller, the Insurance Companies or any of their Affiliates any new report or errata with respect to the Actuarial Report, nor has it notified Seller, the Insurance Companies or any of their Affiliates in writing that the Actuarial Report is inaccurate in any material respect. The factual information and data relating to the Insurance Companies' business that was furnished by Seller, the Insurance Companies and their Affiliates to KPMG expressly in connection with the preparation of the Actuarial Report (i) was obtained from the applicable books and records of the Companies, (ii) was generated from the same underlying sources and systems that were utilized by Seller, the Insurance Companies or their applicable Affiliates to prepare the Statutory Statements and (iii) was accurate in all material respects as of the date so provided, subject in each case to any limitations and qualifications contained therein. The Actuarial Report was based on an inventory of policies in force for the applicable Insurance Company that was accurate, in all material respects, at the relevant time of preparation. For the avoidance of doubt, Seller does not guarantee the projected results included in the Actuarial Report and, except as expressly provided in this Article 2, makes no representation or warranty with respect to any estimates, projections, predictions, forecasts or assumptions in the Actuarial Report or the assumptions on the basis of which such information was, or data were, prepared.

Section 2.24 Insurance Contracts.

(a) Except as set forth in Section 2.24(a) of the Seller Disclosure Letter, all insurance policies currently issued by the Insurance Companies Subsidiaries that are currently in force, to the extent required under applicable Laws, are on forms and use rates approved where required by the applicable Governmental Authorities or have been filed where required and not objected to (or such objection has been withdrawn or resolved) by such Governmental Authorities within the period provided for objection, subject to such exceptions that would not be reasonably expected, individually or in the aggregate, to be materially adverse to the Company or its Subsidiaries, taken as a whole.

(b) Except as set forth in Section 2.24(b) of the Seller Disclosure Letter and other than part of the risk mitigation and remediation efforts described and identified in such section of the Seller Disclosure Letter, Insured Cash Flow Securities and any commutation or novation of ceded reinsurance, none of the Insurance Companies has issued, assumed, written, underwritten or entered into any new insurance policies, surety bonds, financial guarantees or similar instruments.

Section 2.25 Investment Assets.

(a) Seller has made available to Buyer a true, complete and correct list of all Investment Assets owned by the Insurance Companies as of May 27, 2024. All Investment Assets that are owned by the Insurance Companies as of the date hereof, and all Investment Assets that will be owned by the Insurance Companies as of the Closing are permissible investments and comply in all material respects with all applicable Laws

governing the admittance of assets for insurance companies. The Insurance Companies, or a trustee acting on its behalf, as the case may be, has valid title to all such Investment Assets and all Investment Assets acquired since that date, free and clear of any Liens other than Permitted Liens and any transfer restriction in respect of any of the Investment Assets pursuant to the applicable governing agreements for such Investment Assets. As of the date hereof, none of the Company or its Subsidiaries has received written notice that the obligor under any of the Investment Assets is in default (or written notice of any events which, with notice or lapse of time or both, would constitute a default) of any payment on any of the bonds, notes, mortgages, debentures and other evidence of indebtedness with respect to the Investment Assets, or any payment of principal, distributions, interest, dividends or other material payment or performance obligation thereunder, in each case, in any material respect. As of the Closing, none of the Company, its Subsidiaries or any other Person on behalf of the Company or its Subsidiaries will have taken, or will have omitted to take, any action which would cause any of the Investment Assets owned by the Company and its Subsidiaries as of the Closing to be subject to any valid offset, defense or counterclaims against the right of such entity to enforce the terms of such assets, in each case, in any material respect.

(b) Seller has made available to Buyer true, complete and correct copies of the material investment guidelines and policies and the hedging guidelines of the Company and its Subsidiaries as of the date hereof (the "Investment Guidelines"). The material investment guidelines and policies and the hedging guidelines of the Company and its Subsidiaries have been reviewed and approved by the Insurance Regulator to the extent required under applicable Law. All of the Investment Assets of the Company and its Subsidiaries as of the date hereof comply in all material respects with applicable Law and such guidelines. All of the Investment Assets of the Company and its Subsidiaries as of the Closing will comply in all material respects with applicable Law and such guidelines as may be amended in accordance with Section 4.11, as applicable.

(c) Except as set forth in Section 2.25(c) of the Seller Disclosure Letter, (i) neither the Company nor any of its Subsidiaries has any material funding obligations of any kind, or material obligation to make any additional advances or investments (including any obligation relating to any currency or interest rate swap, hedge or similar arrangement), in respect of any of the Investment Assets, and (ii) there are no material outstanding commitments, options, put agreements or other arrangements relating to the Investment Assets.

Section 2.26 Sufficiency of Assets. The assets, rights and properties of the Company and its Subsidiaries, together with the assets, rights, properties and services performed or made available to the Company or Buyer pursuant to the Ancillary Agreements (and the assets used to provide such services), as applicable, will, in the aggregate, as of the Closing, comprise assets, rights, properties and services that are sufficient to permit the Company, its Subsidiaries and Buyer to operate the business of

the Company and its Subsidiaries immediately following the Closing Date in substantially the same manner as such business is being operated as of the date hereof by the Company and its Subsidiaries. This Section 2.26 does not address employee matters, Permits, or any matters relating to the capital required to be held by Buyer or any of its Affiliates (including the Insurance Companies) from and after the Closing.

Section 2.27 Shared Contracts. Section 2.27 of the Seller Disclosure Letter sets forth each Shared Contract. Each Shared Contract is a valid and binding agreement of Seller or its Affiliates (subject to the Enforceability Exceptions) and is in full force and effect, and none of Seller or its Affiliates party thereto or, to the Knowledge of Seller, any other party thereto is in default or breach in any material respect under (or is alleged to be in default or breach in any material respect under) the terms of, or has provided or received any written or, to the Knowledge of Seller, any oral notice of termination, cancellation or acceleration of, any such Shared Contract, and no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default thereunder or result in a termination thereof or would cause or permit the acceleration of or other changes of or to any right or obligation or the loss of any benefit thereunder. Prior to the date hereof, Seller has provided or made available a true, complete and correct copy of each Shared Contract to Buyer.

Section 2.28 International Trade & Anti-Corruption.

(a) Neither the Company, nor any of its Subsidiaries, nor any of their respective officers, directors or employees, nor to the Knowledge of Seller, any agent or other third party representative acting on behalf of the Company or any of its Subsidiaries, (a) is currently, or has been in the last five (5) years: (i) a Sanctioned Person; (ii) engaging in any dealings or transactions with or for the benefit of any Sanctioned Person or in any Sanctioned Country; or (iii) otherwise in violation of Sanctions or U.S. anti-boycott Laws (collectively, "Trade Controls"); or (b) has at any time (i) made or accepted any unlawful payment or given, received, offered, promised, or authorized or agreed to give or receive, any money, advantage or thing of value, directly or indirectly, to or from any employee or official of any Governmental Authority or any other Person in violation of Anti-Corruption Laws; or (ii) otherwise been in violation of any Anti-Corruption Laws.

(b) Neither the Company nor any of its Subsidiaries has received from any Governmental Authority or any Person any notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Authority; or conducted any internal investigation or audit concerning any actual or potential violation or wrongdoing in each case, related to Trade Controls or Anti-Corruption Laws.

(c) Neither the Company nor any of its Subsidiaries engage in the design, fabrication, development, testing, production or manufacture of one or more "critical

technologies" within the meaning of the Defense Production Act of 1950, as amended, including all implementing regulations thereof.

Section 2.29 Solvency. Assuming that (x) the representations and warranties in Article 3 are true and correct in all respects and (y) the satisfaction of the conditions set forth in Article 6, immediately after giving effect to the consummation of the transactions contemplated by this Agreement, Seller and its Subsidiaries will be Solvent. For purposes of this Section 2.29, "Solvent" means, with respect to any Person, that:

(a) the fair saleable value (determined on a going concern basis) of the assets of such Person shall be greater than the total amount of such Person's liabilities (including all liabilities, whether or not reflected in a balance sheet prepared in accordance with GAAP or SAP, as applicable, and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed);

(b) such Person shall be able to pay its debts and obligations in the ordinary course of business as they become due; and

(c) such Person shall have adequate capital to carry on its businesses and all businesses in which it is about to engage.

Section 2.30 Opinion of Financial Advisor. The Seller Board has received the opinion of Moelis to the effect that, as of the date set forth therein and subject to the various qualifications, assumptions, matters and limitations set forth therein, the Purchase Price is fair, from a financial point of view, to Seller. Seller will furnish a correct and complete copy of such opinion for informational purposes only promptly after the execution of this Agreement.

Section 2.31 No Other Representations and Warranties; Schedules. None of Seller, any of its Affiliates or any of their respective Representatives, makes or has made any express or implied representation or warranty on behalf of Seller other than those expressly set forth in this Article 2 and those in the Ancillary Agreements.

## ARTICLE 3

## Representations and Warranties of Buyer

Except as set forth in the Buyer Disclosure Letter, Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

Section 3.1 Corporate Status. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted. Buyer is duly qualified to do business as a foreign corporation and is in good standing (where

such concept is recognized) in all jurisdictions in which it is required to be so qualified or in good standing, except where the failure to be so qualified or in good standing would not reasonably be expected, individually or in the aggregate, to have a material effect on Buyer.

Section 3.2 Corporate and Governmental Authorization.

(a) Buyer has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements by Buyer, the performance of Buyer's obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action of Buyer. Buyer has duly executed and delivered this Agreement and the Ancillary Agreements that are required to be executed and delivered by Seller on the date hereof and on the Closing Date will have duly executed and delivered the Ancillary Agreements that are required to be executed and delivered by Seller on the Closing Date by this Agreement. This Agreement constitutes, and each such Ancillary Agreement when so executed and delivered by Buyer will constitute (assuming due execution by each other party thereto), the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

(b) Except as set forth in Section 3.2(b) of the Buyer Disclosure Letter or as may result from any facts or circumstances solely relating to Seller or its Affiliates (as opposed to any other third party), the execution, delivery and performance of this Agreement and the Ancillary Agreements by Buyer, and the consummation of the transactions contemplated hereby and thereby, require no action by or in respect of, or filing with, any Governmental Authority other than any actions or filings under Laws the absence of which would not reasonably be expected, individually or in the aggregate, to materially impair the ability of Buyer to consummate the transactions contemplated hereby or thereby.

Section 3.3 Non-Contravention. Provided that all consents, approvals, authorizations and other actions described in Section 3.2 have been obtained or taken, except as may result from any facts or circumstances solely relating to Seller or its Affiliates (as opposed to any other third party), the execution and delivery of this Agreement and the Ancillary Agreements by Buyer, and the performance of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby do not (a) conflict with or result in any violation or breach of any provision of any of the Organizational Documents of Buyer, (b) assuming compliance with the matters referred to in Section 3.2(b), conflict with or result in any violation or breach of any provision of any applicable Laws or (c) require any consent or other action by any Person under any provision of any material agreement or other

instrument to which Buyer is a party, except, in the case of clauses (a), (b) or (c), as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of Buyer to perform its obligations hereunder or thereunder or to materially impair the consummation of the transactions contemplated hereby or thereby.

Section 3.4 Availability and Source of Funds.

(a) As of the date hereof, the Equity Commitment Letter is in full force and effect and has not been withdrawn or terminated or amended or otherwise modified in any respect. As of the date hereof, Buyer is not in breach of or default under any of the terms and conditions applicable to Buyer set forth in the Equity Commitment Letter and no event has occurred which, with or without notice, lapse of time or both, could reasonably be expected to constitute a breach or default by Buyer or failure to satisfy a condition precedent by Buyer set forth in the Equity Commitment Letter, nor, to the Knowledge of Buyer, any other party thereto. The Equity Commitment Letter has been duly and validly executed and delivered by Buyer and, to the Knowledge of Buyer, each other party thereto, and constitutes a valid, legal and binding obligation of Buyer, the Sponsor and, to the Knowledge of Buyer, each other party thereto, enforceable against each such party in accordance with its terms except as such enforcement may be limited by the Enforceability Exceptions and except insofar as the availability of equitable remedies may otherwise be limited by applicable Law. The execution and delivery of the Equity Commitment Letter and the consummation of the transactions contemplated thereby have been duly and validly authorized by all necessary action on the part of Buyer and, to the Knowledge of Buyer, each other party thereto. No other proceedings on the part of Buyer to the Equity Commitment Letter or, to the Knowledge of Buyer as to Sponsor, the general partner, managing member, or equity holders of Sponsor, are necessary to authorize the Equity Commitment Letter. Concurrently with the execution and delivery of this Agreement, Buyer has delivered to Seller a true, correct and complete copy of the Equity Commitment Letter.

(b) Subject to the satisfaction of the conditions set forth in Section 6.2, Buyer will be able to satisfy on a timely basis (and, in any event, not later than the Closing Date) the conditions to Closing required to be satisfied by Buyer under the Equity Commitment Letter, and the aggregate proceeds of the Equity Financing will be sufficient to consummate the Closing upon the terms contemplated by this Agreement, including the payment of the Purchase Price.

(c) Other than the Equity Commitment Letter, there are no side letters, contracts, agreements or other arrangements relating to the Equity Financing between Buyer or any of its Affiliates, on the one hand, and any of Sponsor or any of its Affiliates, on the other hand, that could affect the availability or funding of the full amount of the Equity Financing at Closing. Buyer has fully paid any and all commitment fees and other fees required by the Equity Commitment Letter to be paid as of the date hereof.

Section 3.5 Purchase for Investment. Buyer is purchasing the Shares for investment for its own account and not with a view to, or for sale in connection with, any distribution thereof. Buyer (either alone or together with its advisors) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Shares and is capable of bearing the economic risks of such investment. Buyer acknowledges that the Shares have not been registered under the Securities Act or any state securities Laws, and agrees that the Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act, and without compliance with foreign securities Laws, in each case, to the extent applicable.

Section 3.6 Litigation. As of the date hereof, there is no Litigation pending against, or, to the Knowledge of Buyer, threatened against or affecting, Buyer before any court or arbitrator or any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

Section 3.7 Finders' Fees. There is no investment banker, broker, finder or other intermediary retained by or authorized to act on behalf of Buyer who is entitled to any fee or commission from Seller or any of its Affiliates upon consummation of the transactions contemplated by this Agreement.

Section 3.8 Solvency. Assuming that (x) each of the Company and its Subsidiaries is solvent as of immediately prior to the Closing, (y) the representations and warranties in Article 2 are true, complete and correct in all respects and (z) the satisfaction of the conditions set forth in Article 6, immediately after giving effect to the consummation of the transactions contemplated by this Agreement, Buyer and its Subsidiaries will be Solvent. For purposes of this Section 3.8, "Solvent" means, with respect to any Person, that:

(a) the fair saleable value (determined on a going concern basis) of the assets of such Person shall be greater than the total amount of such Person's liabilities (including all liabilities, whether or not reflected in a balance sheet prepared in accordance with GAAP or SAP, as applicable, and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed);

(b) such Person shall be able to pay its debts and obligations in the ordinary course of business as they become due; and

(c) such Person shall have adequate capital to carry on its businesses and all businesses in which it is about to engage.

Section 3.9 Information Supplied. The information supplied in writing by Buyer for inclusion in the Proxy Statement will not, as of the date the Proxy Statement is first mailed to the stockholders of Seller and at the time of any meeting of Seller's stockholders to be held in connection with this Agreement, including the Seller Shareholders Meeting, contain any untrue statement of a material fact, or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 3.10 No Additional Representations; Inspection.

(a) Notwithstanding anything contained in Article 2 or any other provision of this Agreement or the Seller Disclosure Letter, Buyer acknowledges and agrees that none of Seller or any of its Affiliates is making or has made, and Buyer has not relied on, any representation or warranty whatsoever, express or implied, including any implied warranty of merchantability or suitability, as to any member of the Company, its Subsidiaries or the Assets, other than the representations and warranties expressly set forth in Article 2 or those set forth in the Ancillary Agreements, and that the Company, its Subsidiaries, the business of the Company and its Subsidiaries and the Assets are being sold "as is" and "where is". In addition, Buyer acknowledges and agrees that any cost estimates, projections and predictions contained or referred to in the materials that have been provided or made available to Buyer by or on behalf of Seller are not and shall not be deemed to be representations or warranties of Seller or any of its Affiliates (other than with respect to any facts underlying such cost estimates, projections or predictions that are explicitly the subject of any Seller representations and warranties in Article 2 or any Ancillary Agreement).

(b) Buyer acknowledges and agrees that it (i) has made its own inquiry and investigations into and, based thereon, has formed an independent judgment concerning the Company, its Subsidiaries, the business of the Company and its Subsidiaries and the Assets, (ii) has been provided with adequate access to such information, documents and other materials relating to the Company, its Subsidiaries, the business of the Company and its Subsidiaries and the Assets as it has deemed necessary to enable it to form such independent judgment, (iii) has had such time as Buyer deems necessary and appropriate to review and analyze such information, documents and other materials and (iv) has been provided an opportunity to ask questions of Seller with respect to such information, documents and other materials and has received satisfactory answers to such questions. Buyer further acknowledges and agrees that none of Seller or any of its Affiliates has made any representations or warranties, express or implied, as to the accuracy or completeness of such information, documents and other materials other than the representations and warranties contained in this Agreement and the Ancillary Agreements.

ARTICLE 4

Certain Covenants

Section 4.1 Conduct of the Business. Except (x) as required by applicable Law or as otherwise expressly permitted or contemplated by this Agreement or the Ancillary Agreements, (y) as set forth in Section 4.1 of the Seller Disclosure Letter or (z) otherwise requested or consented to in writing by Buyer, Seller shall cause the Company and its Subsidiaries to conduct their businesses only in the ordinary course of business consistent with past practice and use commercially reasonable efforts to (A) preserve intact their business organization, assets and properties, (B) maintain existing relationships with, and the goodwill of, commercial counterparties, Governmental Authorities, employees and all other Persons having material relationships with the Company and its Subsidiaries and (C) maintain all Owned Real Property and Leased Real Property in substantially the same condition as of the date hereof, ordinary wear and tear expected. Except (x) as required by applicable Law or as otherwise expressly permitted or contemplated by this Agreement or the Ancillary Agreements, (y) as set forth in Section 4.1 of the Seller Disclosure Letter or (z) otherwise requested or consented to in writing by Buyer, which consent, with respect to clauses (b)(iii), (b)(iv), (f), (h), (i), (k), (l), (m), (n), (o)(ii), (r), (w) or, to the extent relating to any of the foregoing subsections, (z) below, shall not be unreasonably conditioned, withheld or delayed, Seller shall not (with respect to the Company and its Subsidiaries only), and shall cause the Company and its Subsidiaries not to:

(a) amend or modify its Organizational Documents or take or authorize any action to wind up its affairs or dissolve;

(b) (i) establish, adopt, amend, modify or terminate any Company Benefit Plan or any other benefit or compensation, plan, program, policy, agreement or arrangement that would (if it were in effect on the date hereof) constitute a Company Benefit Plan, or, if such action would increase the liability of the Company and its Subsidiaries following March 31, 2024 or adversely affect the Business Employees in a manner that is disproportionate compared to the other employees of Seller and its Subsidiaries, establish, adopt, amend, modify or terminate any Seller Benefit Plan, (ii) take any action to grant any new, or materially increase any existing, or accelerate the funding, payment or vesting of any compensation or benefits provided to any Business Employees, or any other current or former employees or other service providers of the Company or any of its Subsidiaries (or any of their respective dependents or beneficiaries), other than, in each case, to the extent required under the existing terms of any Seller Benefit Plan or by applicable Law, (iii) hire, promote or engage, or otherwise enter into any employment or consulting agreement with any Business Employee, or (iv) terminate any Business Employee, other than for cause or in the ordinary course of

business consistent with past practice with respect to any such person whose annualized cash compensation opportunities did not exceed $350,000;

(c) issue, sell or grant options, warrants or rights to purchase or subscribe to, enter into any arrangement or contract with respect to the issuance or sale of, or redeem or repurchase any Company Securities or any Subsidiary Securities or make any changes (by combination, reorganization or otherwise) in the capital structure of the Company or any of its Subsidiaries;

(d) sell, assign, transfer, pledge or encumber, or grant any Lien (other than a Permitted Lien or an immaterial Lien granted in the ordinary course of business consistent with past practice that does not affect the use or value of the applicable asset) on, any of its assets, whether tangible or intangible, except (i) in the ordinary course of business consistent with past practice or (ii) Investment Assets (which are subject to clause (m) of this Section 4.1);

(e) merge or consolidate with any other Person;

(f) modify or amend in any material respect or recapture or terminate any of the Material Contracts, Intercompany Agreements (except in accordance with Section 4.9(a)(ii)) or Material Reinsurance Agreements or enter into any Contract which would, if entered into prior to the date hereof, have been a Material Contract, Intercompany Agreement or Material Reinsurance Agreement;

(g) issue any note, bond or other debt security, or create, incur or guaranty any new Indebtedness, other than trade accounts payable and short-term working capital financing, in each case, incurred in the ordinary course of business consistent with past practice;

(h) make any capital expenditure in excess of $250,000 or commitments for capital expenditures in excess of $250,000;

(i) (A) forgive, cancel or compromise any material debt or claim, or waive or release any right of material value, (B) repurchase any surplus or other notes, preferred securities or other securities issued by the Company or any of its Subsidiaries, or enter into any agreements, arrangements or understandings with any of the holders thereof or (C) initiate or participate in any negotiations or discussions with any third party or any Governmental Authority regarding the foregoing;

(j) fail to pay or satisfy when due any material liability of the Company or any of its Subsidiaries (other than any such liability that is being contested in good faith);

(k) make any material change in the reserving, actuarial or financial accounting policies, practices or principles of the Company or any of its Subsidiaries, as

applicable, in effect on the date hereof (including with respect to the allocation of shared costs and expenses of Seller and its Subsidiaries or liabilities under any Intercompany Agreements), other than any change required by applicable Law, GAAP or SAP (or the interpretation thereof);

(l) (i) make any material change in the risk management or reinsurance policies, practices or principles of the Company or any of its Subsidiaries, as applicable, in effect on the date hereof or (ii) enter into or consummate any Insured Cash Flow Securities or other liability defeasance transactions;

(m) (i) acquire or dispose of any Investment Assets in any manner inconsistent with the Investment Guidelines or the Interim Asset Allocation Guidelines or (ii) amend, modify or otherwise change the Investment Guidelines, the Interim Asset Allocation Guidelines or asset-liability management or strategic asset allocation policies or procedures with respect to the Investment Assets in any material respect;

(n) transfer, assign, lease, sell, license, sublicense, covenant not to assert, abandon, let lapse, let expire (other than expiration of Intellectual Property rights in accordance with its maximum statutory term) or otherwise dispose of any material Intellectual Property, except for non-exclusive licenses granted to customers in the ordinary course of business;

(o) settle or compromise (i) any Specified Matter (except for a settlement or compromise that involves solely monetary damages in an amount (A) that is less than the amount specified in Section 4.1(o)(A) of the Seller Disclosure Letter with respect to the First Specified Matter and (B) that is less than the amount specified on Section 4.1(o)(B) of the Seller Disclosure Letter with respect to the Second Specified Matter) or (ii) other Litigation (other than Litigation relating to claims under the Insurance Contracts arising in the ordinary course of business consistent with past practice), other than any settlement or compromise of any Litigation that involves solely monetary damages for an amount equal to or less than the amount reserved against such Litigation in the most recent Statutory Statement prior to the date of this Agreement;

(p) implement any employee layoffs, furloughs, reductions in force, plant closings, reductions in compensation or other similar actions that would require notice under the WARN Act;

(q) waive or release any noncompetition, nonsolicitation, nondisclosure or other restrictive covenant obligation of any Business Employee or any current or former employee or independent contractor of the business of the Company and its Subsidiaries;

(r) pay or incur more than $5,500,000 in the aggregate in operating expenses (including fees and expenses of legal, financial and other advisors) in any given calendar

month, excluding all reasonable, documented and justified expenses incurred in connection with Litigation affecting the Company or any of its Subsidiaries;

(s) pay or grant any third-party consultant, advisor or corporate service provider any bonuses, success fees or other discretionary amounts excluding, for the avoidance of doubt, any non-discretionary amounts required to be paid by any of the Company or its Subsidiaries under existing agreements in effect as of March 31, 2024;

(t) declare, set aside, make or pay any dividend or other distribution payable in stock or property with respect to its capital stock or other equity interests therein;

(u) sell, securitize, factor or otherwise transfer any accounts receivable;

(v) make any loans or advances to any of its directors, members, managers, officers, employees, customers, suppliers or Affiliates or enter into any transaction for the benefit of any such Person;

(w) make, change or revoke any material Tax election, change or adopt any annual Tax accounting period, adopt or change any material method of Tax accounting, amend any material Tax Returns or file any claims for material Tax refunds, enter into any closing agreement, settle any material Tax claim, audit or assessment, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment (other than any automatic extension of the due date of a Tax Return) or surrender any right to claim a material Tax refund, offset or other reduction in Tax liability;

(x) market, issue, underwrite or sell any Insurance Contracts;

(y) consummate any transaction such that the aggregate amount of Company Payments would reasonably be expected to be in excess of $3,000,000 as of the Closing; or

(z) authorize, enter into, agree or commit to do any of the foregoing.

Section 4.2 Access to Information; Confidentiality; Books and Records.

(a) From the date hereof until the Closing, Seller shall (i) give Buyer, its counsel, financial advisors, auditors and other authorized Representatives reasonable access to the offices, properties, books and records (including business, financial, legal, tax, compensation and other data and information) of the Company and its Subsidiaries, (ii) furnish to Buyer, its counsel, financial advisors, auditors and other authorized Representatives such financial and operating data and other information relating to the Company and its Subsidiaries as such Persons may reasonably request and (iii) instruct the employees, counsel and financial advisors of Seller and Seller's Affiliates to cooperate with Buyer, in each case solely in connection with Buyer's preparation to

integrate the Company and its Subsidiaries into Buyer's organization following the Closing or as necessary to consummate the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) From and after the Closing, Buyer shall, and shall cause its controlled Affiliates (including the Company and its Subsidiaries) to, preserve, in accordance with and until such date as may be required by Buyer's, or its applicable controlled Affiliates' standard document retention policies (but for not less than six (6) years from the Closing Date or such later date as may be required by applicable Law), all pre-Closing Date books and records of the Company and its Subsidiaries possessed or controlled by such Person. During such period, Seller, on the one hand, and Buyer, on the other hand, shall promptly afford the other party and its respective agents reasonable access to their respective books and records, information (financial or otherwise), employees and auditors to the extent necessary or useful for the party requesting such access in connection with any audit, investigation, dispute or Litigation, provided, that the party requesting such access agrees to reimburse the other party promptly for all reasonable and documented out-of-pocket costs and expenses incurred in connection with any such request.

(c) Anything to the contrary in Section 4.2(a) or (b) notwithstanding, (i) access rights pursuant to Section 4.2(a) or (b) shall be exercised in such manner as not to interfere unreasonably with the conduct of the business of the Company and its Subsidiaries or any other business of the party granting such access, (ii) the party granting access may withhold any document (or portions thereof) or information (A) that is subject to the terms of a non-disclosure agreement with a third party, (B) that constitutes, on the written advice of counsel, privileged attorney-client communications or attorney work product and the transfer of which, or the provision of access to which, as reasonably determined by such party's counsel, constitutes a waiver of any such privilege or (C) if the provision of access to such document (or portion thereof) or information, as determined by such party's counsel, would reasonably be expected to conflict with applicable Laws or Governmental Orders and (iii) neither Seller nor any of its Affiliates or Representatives shall have any obligation to provide Buyer or its Representatives (A) access to any Tax Return filed by Seller or any of its Affiliates, or any related materials, in each case not relating exclusively to the Company and its Subsidiaries, (B) access to any individual personnel or payroll records, in each case not relating exclusively to the Company and its Subsidiaries or (C) access to books and records and information, in each case not relating exclusively to the Company and its Subsidiaries.

(d) All information provided to Buyer pursuant to this Section 4.2 prior to the Closing shall be held by Buyer as Confidential Material (as defined in the Confidentiality Agreement, dated as of December 22, 2023, between Seller and Buyer (the "Confidentiality Agreement")) and shall be subject to the Confidentiality Agreement, the terms of which are incorporated herein by reference. The Confidentiality Agreement

shall continue in full force and effect until the Closing, at which time it shall automatically terminate. From and after the Closing: (i) Seller shall, and shall cause its Affiliates and Representatives to, maintain in confidence any non-public written, oral or other information relating to the Company and its Subsidiaries obtained prior to the Closing and (ii) Buyer shall, and shall cause its Affiliates and Representatives to, maintain in confidence any non-public written, oral or other information of or relating to Seller (other than information relating to the Company and its Subsidiaries) obtained solely by virtue of Buyer's ownership of the Company and its Subsidiaries from and after the Closing or obtained in connection with the evaluation, negotiation and implementation of this Agreement or the transactions contemplated hereby, except, in each case, to the extent that the applicable party is required to disclose such information by judicial or administrative process or pursuant to applicable Law, including as required by SEC or New York Stock Exchange rules or regulations, or such information can be shown to have been in the public domain through no fault of the applicable party. Notwithstanding the foregoing, after the Closing, Buyer shall, and shall cause its controlled Affiliates and Representatives to, use commercially reasonable efforts to promptly (and in any event within thirty days after the Closing) remove, erase, delete or otherwise destroy all information of or relating to Seller (other than information relating to the Company and its Subsidiaries) (whether in print, electronic or other forms) in the possession of any employee of the Company and its Subsidiaries to the extent such information is not reasonably necessary for the Company or its Subsidiaries to carry on their respective businesses or as otherwise required by applicable Law to be retained.

(e) Subject to Section 4.2(d), Seller and its Affiliates shall have the right to retain copies of all books, data, files, information and records in any media (including, for the avoidance of doubt, Tax Returns and other information and documents relating to tax matters) of the Company and its Subsidiaries relating to periods ending on or prior to the Closing Date (i) relating to information (including employment and medical records) regarding the Business Employees, (ii) as may be required by any Governmental Authority, including pursuant to any applicable Law or regulatory request, or (iii) as may be necessary for Seller or its Affiliates to perform their respective obligations pursuant to this Agreement or any of the Ancillary Agreements, in each case subject to compliance with all applicable privacy Laws. Buyer agrees that, with respect to all original books, data, files, information and records of the Company and its Subsidiaries existing as of the Closing Date, it will (x) comply in all material respects with all applicable Laws relating to the preservation and retention of records, (y) apply preservation and retention policies that are no less stringent than those generally applied by Buyer to its own books and records and (z) for at least ten years after the Closing Date, preserve and retain all such original books, data, files, information and records and thereafter dispose of such original books, data, files, information and records only after it shall have given Seller ninety days' prior written notice of such disposition and the opportunity (at Seller's expense) to remove and retain such information.

Section 4.3 Governmental Approvals.

(a) Upon the terms and subject to the conditions set forth in this Agreement, Seller and Buyer agree to use, and shall cause their respective Affiliates and in the case of Buyer, any other Persons who are deemed or may be deemed to "control" Buyer within the meaning of applicable insurance Laws ("Control Persons") to use, reasonable best efforts to, and to assist and cooperate with the other parties to, fulfill all conditions applicable to such party pursuant to this Agreement and to consummate and make effective, in the most expeditious manner practicable, the Closing and the other transactions contemplated hereby and by the Ancillary Agreements, including (i) obtaining all necessary, proper or advisable Governmental Approvals and making all necessary, proper or advisable registrations, filings and notices (including under insurance Laws and the HSR Act) and (ii) executing and delivering any additional agreements, documents or instruments necessary, proper or advisable to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, each of Seller and Buyer shall use, and shall cause their respective Affiliates and Control Persons, as applicable, to use, reasonable best efforts to avoid any impediments under any applicable Law that may be asserted by, or Governmental Order that may be entered by, any Governmental Authority with respect to this Agreement or the transactions contemplated hereby or by the Ancillary Agreements so as to enable the Closing to occur as promptly as practicable, including taking or refraining from taking or agreeing to take, or causing its Affiliates and Control Persons to take or refrain from taking any actions (i) as reasonably required or requested by any Governmental Authority or (ii) necessary to avoid or eliminate any restriction or limitation, or to satisfy any condition or requirement reasonably imposed by any Governmental Authority, in each case to (A) obtain all Governmental Approvals necessary, proper or advisable to consummate the transactions contemplated by this Agreement and the Ancillary Agreements and secure the expiration or termination of any applicable waiting period under the HSR Act, (B) resolve any objections that may be asserted by any Governmental Authority with respect to the Closing or any other transaction contemplated hereby or by any Ancillary Agreement and (C) prevent the entry of, and have vacated, lifted, reversed or overturned, any Governmental Order that would prevent, prohibit, restrict or delay the consummation of the Closing or any other transaction contemplated hereby; provided that, notwithstanding anything to the contrary contained in Section 4.3 or elsewhere in this Agreement, none of Buyer or any of its Affiliates or Control Persons shall be required to (x) take any action or commit to taking any action that would constitute, or otherwise agree to, a Burdensome Condition or (y) commence any Litigation against any Governmental Authority.

(c) In furtherance of and without limiting the generality of the foregoing, (i) Buyer and its Control Persons shall file, or cause to be filed, a Form A Statement

Regarding the Acquisition of Control of a Domestic Insurer with respect to the Company or a disclaimer of "affiliation" with respect to the Company, if appropriate, together with all required applicants, together with all exhibits, affidavits and certificates with the Wisconsin Office of the Commissioner of Insurance within fifteen (15) Business Days of the date hereof, (ii) Seller and Buyer shall file a notification and report form pursuant to the HSR Act with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice with respect to the Closing and the other transactions contemplated hereby and requesting early termination of the waiting period under the HSR Act, within fifteen (15) Business Days of the date hereof, (iii) Buyer shall file, or cause to be filed, any pre-acquisition notifications on "Form E" or similar market share notifications to be filed in each jurisdiction where required by applicable Laws with all required applicants, within fifteen (15) Business Days of the date hereof and (iv) Buyer shall file a notification under s178 of the FSMA with the PRA within fifteen (15) Business Days of the date hereof. Each party shall be responsible for the costs that such party incurs in connection with such registrations filings and notices and obtaining any such permits, orders, or other consents, approvals or authorizations of Governmental Authorities (it being understood that Buyer shall be responsible for filing fees in connection with the filing and notification required under the HSR Act). All filing fees payable in connection with the foregoing shall be borne by Buyer.

(d) Seller, on the one hand, and Buyer, on the other hand, agree that they shall consult with one another with respect to the obtaining of all Governmental Approvals necessary, proper or advisable to consummate the transactions contemplated by this Agreement and the Ancillary Agreements and each of them shall keep the other apprised on a prompt basis of the status of matters relating to such Governmental Approvals. Seller and Buyer shall have the right to review in advance, subject to redaction of personally identifiable, commercially sensitive or legally privileged information, and, to the extent practicable, and subject to any restrictions under applicable Law each shall consult the other on, any filing made with, or written materials submitted to, any Governmental Authority or any third party in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, and each party agrees to in good faith consider and reasonably accept comments of the other party thereon. Seller and Buyer shall promptly furnish to each other copies of all such filings and written materials after their filing or submission, in each case subject to applicable Laws and subject to redaction of personally identifiable or legally privileged information.

(e) Subject to restrictions under applicable Law, Seller and Buyer shall promptly (and in no event later than two (2) Business Days after receipt) advise each other upon receiving any non-ministerial communication from any Governmental Authority whose Governmental Approval is required for consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, including, subject to redaction of personally identifiable or legally privileged information, promptly furnishing each other copies of any written or electronic communications, and shall

promptly advise each other when any such communication causes such party to believe that there is a reasonable likelihood that any such consent or Governmental Approval will not be obtained or that the receipt of any such Governmental Approval will be materially delayed or conditioned.

(f) Neither Seller nor Buyer shall, and they shall cause their respective Affiliates not to, permit any of their respective Control Persons, partners, members, stockholders or any other Representatives to participate in any live or telephonic meeting (other than non-substantive scheduling or administrative calls or meetings initiated by the relevant Governmental Authority and not scheduled in advance; provided that, the party participating in such meeting shall promptly (and in no event later than one (1) Business Day) apprise the other party to the fact of such meeting and any substantive discussions that occurred during such meeting) with any Governmental Authority in respect of any filings, investigation or other inquiry relating to the transactions contemplated by this Agreement or the Ancillary Agreements unless it consults with the other in advance and, to the extent permitted by applicable Law and by such Governmental Authority, gives the other party the opportunity to attend and participate in such meeting.

(g) Each of Seller and Buyer shall use reasonable best efforts promptly to: (i) provide (where in its possession or control) or procure the provision by its Affiliates of (where in the possession or control of its Affiliate or Affiliates) such information and such assistance to the other party to the extent reasonably required or requested in connection with ensuring that all Governmental Approvals necessary, proper or advisable to consummate the transactions contemplated by this Agreement are obtained; (ii) provide (where in its possession or control) or procure the provision by its Affiliates of (where in the possession or control of its Affiliate or Affiliates) responses or assistance to reasonable requests for further information or assistance by a relevant Governmental Authority and (iii) take such steps or refrain from taking such steps (where in its possession or control) or procure that its Affiliates take such steps or refrain from taking such steps (where in the possession or control of its Affiliate or Affiliates) as are necessary in order to satisfy any condition, requirement, request or restriction of a Governmental Authority that requires action on the part of such party in order to satisfy it. No person shall be required to provide any information the disclosure of which is not permitted under applicable Law, and the foregoing obligations shall be subject to the limitation on Burdensome Condition as set forth above.

(h) Notwithstanding anything in this Agreement to the contrary, no party shall be obliged under this Section 4.3 to disclose to any other party, or any of their advisers, materials or information containing or comprising any personally identifiable or personal financial or legally privileged information, unless it is necessary to do so in order to ensure that all Governmental Approvals necessary, proper or advisable to consummate the transactions contemplated by this Agreement are obtained, in which case such

information shall be redacted as necessary or disclosed on a confidential outside counsel only basis (at the sharing party's reasonable discretion).

Section 4.4 Third-Party Consents; Shared Contracts.

(a) Prior to the Closing, except as otherwise agreed by the parties, each party shall cooperate with the other and use commercially reasonable efforts to make or obtain the Third-Party Consents required to have been identified in Section 2.3 of the Seller Disclosure Letter (disregarding the materiality qualifier set forth in Section 2.3 of this Agreement); provided, that neither party shall be required to compromise any right or benefit, or commence or participate in any Litigation, in order to obtain any such Third-Party Consent, and the costs and expenses associated with obtaining such Third-Party Consents shall be borne 50% by Buyer and 50% by Seller, provided that Buyer shall not be responsible for any such costs in excess of $1,000,000 in the aggregate.

(b) With respect to each Shared Contract, except for those identified and mutually agreed by the parties, each acting reasonably and in good faith, from and after the date of this Agreement through the earlier of (i) the date that is twelve (12) months following the Closing Date, and (ii) the termination or expiration of such Shared Contract, Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts and cooperate with Buyer to the extent reasonably requested by Buyer to cause the counterparty to any Shared Contract to enter into a new agreement or to effect a partial assignment of the Shared Contract, on substantially the same terms and conditions as those set forth in the Shared Contract, with Buyer or the Company or any of its Subsidiaries with respect to the matters addressed by such Shared Contract that are related to the business of the Company and its Subsidiaries; provided, that the costs to Buyer, the Company and its Subsidiaries with respect to any new agreement or partially-assigned agreement for the contracted goods, services, assets, or other benefits shall not exceed the costs reasonably allocable to the actual volume or consumption of the contracted goods, services, assets, or other benefits by the Company and its Subsidiaries on a go-forward basis (irrespective of historical allocations or proportional usage between Seller and its Affiliates (excluding the Company and its Subsidiaries), on the one hand, and the Company and its Subsidiaries, on the other hand).

Section 4.5 Further Assurances.

(a) Seller and Buyer (i) shall execute and deliver, or shall cause to be executed and delivered, such documents and other papers and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and the Ancillary Agreements and give effect to the transactions contemplated by this Agreement and the Ancillary Agreements, (ii) subject to Section 4.3, shall refrain from taking any actions that could reasonably be expected to impair, delay or impede the Closing, (iii) without limiting the foregoing, shall use their respective reasonable best efforts to cause all the conditions to the obligations of the other parties to

consummate the transactions contemplated by this Agreement to be met as soon as reasonably practicable and (iv) shall cooperate in good faith to facilitate an orderly Closing and transition.

(b) Seller and Buyer shall keep each other reasonably apprised of the status of the matters relating to the completion of the transactions contemplated hereby, including with respect to the satisfaction of the conditions set forth in Article 6. From time to time following the Closing, Seller and Buyer shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquittances and such instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby and by the Ancillary Agreements as may be reasonably requested by the other party.

Section 4.6 Employees and Employee Benefits.

(a) Prior to the Closing, Seller shall, to the extent permitted by applicable Law, (i) transfer the personnel records, work visas, Accrued Vacation Days (along with all related accruals and subject to applicable Laws and any Seller obtaining any required employee consents) and all employment-related Contracts of the Business Employees who are not employed by the Company and its Subsidiaries to the Company and its Subsidiaries and (ii) transfer the employment, employment-related Contracts, and related liabilities, of all other employees of the Company and its Subsidiaries who are not Business Employees, to Seller or another of its Subsidiaries (other than the Company and its Subsidiaries), at Seller's sole expense, such that, as of the Closing, the exclusive employees of the Company and its Subsidiaries shall be the Business Employees.

(b) Except as otherwise expressly provided in this Section 4.6, (A) Seller and its Affiliates (other than the Company and its Subsidiaries) shall be solely responsible for and retain or assume all liabilities in respect of (1) any employees of the Company and its Subsidiaries who are not Business Employees, whenever incurred, and (2) any medical, dental, health, accident or disability claim under any Seller Benefit Plan, including to the extent that such liability or obligation relates to claims incurred pursuant to a Seller Benefit Plan (whether or not reported or paid) on or prior to the Closing Date and to the extent not insured under a Company Benefit Plan and (B) Buyer's applicable Affiliates (including the Company or its applicable Subsidiaries) and, as applicable, any Professional Employer Organization's benefit plans in which Business Employees participate as of the Closing, at Buyer's expense (a "PEO Plan") shall be solely responsible for all liabilities in respect of Business Employees' employment (and their dependents and beneficiaries) with Buyer and its Affiliates (including the Company and its Subsidiaries) following the Closing. For purposes of the foregoing, (i) a medical/dental claim shall be considered incurred when the services are rendered, the supplies are provided or medications are prescribed, and not when the condition arose and (ii) a disability claim shall be considered incurred on the date that the injury or illness

resulting in such claim occurs (and the recurrence of an illness or injury shall be treated as the initial incurrence of such illness or injury).

(c) Effective as of the Closing Date, Seller shall, or shall cause its Affiliates to, take all actions necessary so that the Continuing Business Employees (as defined below) shall cease to be active participants in each Seller Benefit Plan that is not a Company Benefit Plan, and remove the Company and its Subsidiaries as participating employers in any such Seller Benefit Plan. Except as otherwise expressly provided for in this Section 4.6 Seller and its Affiliates (other than the Company and its Subsidiaries) shall retain the sponsorship of and shall be solely responsible for any and all liabilities with respect to all Seller Benefit Plans that are not Company Benefit Plans, including the responsibility for complying with the requirements of Section 4980B of the Code with respect to any "M&A qualified beneficiary" as that term is defined in Treasury Section 54.4980B-9. Seller shall bear and hold Buyer and the Company and its Subsidiaries harmless against one-third, and Buyer shall cause the Company to bear and hold Seller harmless against two-thirds, of all Losses arising out of or resulting from the establishment, documentation, administration, modification or termination of retiree or post-termination health or welfare benefit plans prior to the Closing Date, including any Litigation or other disputes arising with respect thereto (with any such Litigation or other dispute being controlled by the Company).

(d) Seller and Buyer hereby agree that any Business Employee who (i) as of the Closing Date is receiving or is entitled to receive short-term disability benefits and who subsequently becomes eligible to receive long-term disability benefits under a Seller Benefit Plan that is not a Company Benefit Plan, or (ii) as of the Closing Date is receiving or is entitled to receive long-term disability benefits under a Seller Benefit Plan that is not a Company Benefit Plan, shall become eligible or continue to be eligible, as applicable, to receive long-term disability benefits under such Seller Benefit Plan unless and until such employee is no longer disabled.

(e) For a period beginning on the Closing Date and continuing thereafter for twelve (12) months or such shorter period a Continuing Business Employee is employed by the Buyer or one of its Affiliates (including the Company and its Subsidiaries) (the "Continuation Period"), Buyer shall cause its applicable Affiliates (including, if applicable, the Company and its Subsidiaries) to provide Business Employees as of the Closing who continue employment with Buyer or one of its Affiliates (including the Company and its Subsidiaries) immediately following the Closing (the "Continuing Business Employees") with (i) annual base salary or hourly wage rate (as applicable) that is at least equal to that provided to each such Continuing Business Employee immediately prior to the Closing, (ii) annual cash bonus opportunity that is at least equal to that provided to each such Continuing Business Employee immediately prior to the Closing and (iii) other employee benefits (excluding any nonqualified deferred compensation, change in control, transaction or retention bonuses, defined benefit

pension and post-employment or retiree health or welfare benefits, and further excluding any severance and long-term incentive or retention compensation (which are expressly covered elsewhere in this Section 4.6) (collectively, the "Excluded Benefits")) either (x) under PEO Plans (as described in the following sentence) or (y) that are substantially comparable in the aggregate to those employee benefits provided to each such Continuing Business Employee immediately prior to the Closing under the Seller Benefit Plans listed on Section 2.15(a) of the Seller Disclosure Letter, in each case, subject to the same exclusions. Prior to the Closing Date, Seller shall arrange (in cooperation with Buyer) for a professional employer organization ("PEO") to provide co-employment and employee-benefits related services to Continuing Business Employees on behalf of the Company during the Continuation Period, which shall include making certain PEO Plans (as selected by Seller, in consultation with Buyer) available to Continuing Business Employees effective as of the Closing Date.

(f) Without limiting Section 4.6(b), with respect to any Continuing Business Employee whose employment is terminated by Buyer, the Company or any of their respective Affiliates during the Continuation Period immediately following the Closing Date, Buyer shall provide, or shall cause its Affiliates (including the Company) to provide, severance cash payments and subsidized COBRA or similar benefits to such Continuing Business Employee, which shall be determined and payable in accordance with either (i) the severance benefit plan or agreement maintained by Seller or any of its Affiliates (including the Company and its Subsidiaries) for the benefit of such Continuing Business Employee immediately prior to the Closing Date and included under the Seller Benefit Plans listed on Section 2.15(a) of the Seller Disclosure Letter or (ii) the severance benefit plan maintained for similarly-situated employees of Buyer and its Affiliates at the time of such Continuing Business Employee's termination of employment, whichever is more favorable to the Continuing Business Employee, in each case taking into account all service with the Company, Seller, Buyer and their respective Affiliates in determining the amount of severance benefits payable and subject to applicable Laws (to the extent such service would have been taken into account under the corresponding Seller Benefit Plan).

(g) For purposes of eligibility to participate, vesting and future vacation accrual under the employee benefit plans, programs and arrangements established or maintained by Buyer, the Company and their respective Subsidiaries, including PEO Plans, in which Continuing Business Employees may be eligible to participate after the Closing other than those providing Excluded Benefits (the "New Benefit Plans"), each Continuing Business Employee shall be credited with the same amount of service as such Continuing Business Employee was credited for the same purpose immediately prior to the Closing under the comparable Seller Benefit Plans in which such Continuing Business Employee participated immediately prior to the Closing Date; provided that such crediting of service shall not apply for any purposes under any Excluded Benefits or to the extent it would result in a duplication of benefits, compensation or coverage for the same period of service. In addition, and without limiting the generality of the foregoing,

for the plan year that includes the Closing Date, Buyer shall use commercially reasonable efforts to cause (i) with respect to any New Benefit Plans in which the Continuing Business Employees are eligible to participate following the Closing, each Continuing Business Employee to be immediately eligible to participate in such New Benefit Plans as of the Closing Date, without any waiting time, to the extent coverage under such New Benefit Plans replaces coverage under a similar or comparable Seller Benefit Plan in which such Continuing Business Employee participated immediately prior to the Closing Date (such plans, collectively, the "Old Benefit Plans") and (ii) for purposes of each New Benefit Plan providing medical, dental, pharmaceutical and/or vision benefits to any Continuing Business Employee, all pre-existing condition exclusions and actively-at-work requirements of such New Benefit Plan to be waived for such Continuing Business Employee and his or her covered dependents, to the extent any such exclusions or requirements were waived, satisfied or were inapplicable under any similar or comparable Seller Benefit Plan, and (iii) any eligible expenses paid by and credited to such Continuing Business Employee and his or her covered dependents in the plan year that includes the Closing Date under the Old Benefit Plans that are group health plans to be taken into account under the corresponding New Benefit Plan that is a group health plan for purposes of satisfying the corresponding deductible, coinsurance and maximum out-of-pocket requirements applicable to such Continuing Business Employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Benefit Plan.

(h) Prior to the Closing, in connection with their transfer of employment, Seller shall transfer any vacation days, sick days and paid time off days accrued but not yet taken by the Business Employees and the related accruals, to the Company and its Subsidiaries (the "Accrued Vacation Days") for which payout is not required by applicable Law. In the event that any Business Employee is entitled under applicable Law to be paid for any Accrued Vacation Days, Seller or the applicable Subsidiary shall timely pay any required amounts to such Business Employee.

(i) In accordance with Section 4.9, the Company and its Subsidiaries shall pay to Seller, no later than date of payment of the purchase price true-up under Section 1.2(c)(iii), the proportion of all salary, benefits and other compensation and costs and expenses (including associated employer share of payroll Taxes) of employees and independent contractors who are natural persons of the Company and its Subsidiaries accrued by Seller in the ordinary course of business consistent with past practices (and, except for any acceleration of Seller RSU Awards, Seller PSU Awards or awards outstanding under the Ambac UK Long Term Incentive Plan 2020 (the "AUK LTIP Awards") as a result of the Closing, without any changes to account for the transactions contemplated by this Agreement) from the date hereof through the Closing Date (but excluding any such accruals in respect of (i) payments or benefits under any Company Benefit Plan that are not paid or provided prior to the Closing, (ii) if applicable, Seller RSU Awards and Seller PSU Awards that are assumed, continued or substituted pursuant

to Section 4.6(j), and (iii) amounts that constitute Company Payments, which shall be paid entirely by the Company and its Subsidiaries) in the proportion allocated to the Company under the Amended and Restated Expense Sharing and Cost Allocation Agreement, dated May 1, 2021 (the "Intercompany Allocation Agreement"). If Seller, the Company or any of their respective Subsidiaries is reimbursed or otherwise made whole for any such accrued costs or expenses, including through a reimbursement from any Affiliate or business or operating unit of Seller that is not the Company or any of its Subsidiaries, then such reimbursement or make-whole payment shall offset the corresponding accrued costs or expenses for purposes of this Section 4.6(i). Notwithstanding anything to the contrary in this Section 4.6(i), any accrued costs or expenses relating to any incentive arrangements (including any incentive bonuses and performance-vesting equity or equity-based awards, including any Seller RSU Awards and Seller PSU Awards that are not assumed pursuant to Section 4.6(j)) will be disregarded unless the terms and conditions of such arrangements are consistent in all material respects with corresponding arrangements for prior performance periods, and the determination of the achievement of applicable performance goals is done in the ordinary course of business consistent with past practices and without any discretionary adjustments that would increase the amount of the corresponding accrued costs or expenses, except that achievement of any applicable performance conditions will not take into account any performance as a result of any mergers or other acquisitions of the Seller or any of its Subsidiaries following the date hereof that increase applicable costs and expenses corresponding to the applicable arrangement by more than 20%.

(j) Except as set forth on Section 4.6(j) of the Seller Disclosure Letter, at the Closing, the Buyer or the Company or their Affiliate immediately after the Closing (but not Seller) shall assume, continue or substitute for the Seller RSU Awards and Seller PSU Awards of Business Employees that have not vested as of the Closing Date in compliance with the requirements of Section 13 of the Seller Equity Plan.

(k) Prior to the Closing, but effective on or as soon as administratively practicable following the Closing Date, Seller shall cause a PEO Plan that is a defined contribution plan with a 401(k) feature (the "PEO 401(k) Plan") to be made available for the benefit of the Continuing Business Employees in the U.S. As a result of the Closing, Business Employees shall be eligible to elect a distribution of their account balances from the Seller Benefit Plan that contains a 401(k) feature ("Seller 401(k) Plan"), and Seller shall cause the PEO 401(k) Plan to accept eligible rollover distributions of Continuing Business Employees' account balances (including any loans) from the Seller 401(k) Plan. Effective as soon as administratively practicable following the Closing Date, Buyer shall cause on of its subsidiaries to establish a defined contribution plan for Continuing Business Employees in the UK that is tax-qualified under applicable Law in the UK. Prior to the Closing, Seller shall take all actions necessary to cause each Continuing Business Employee to become fully vested in his or her account balances or accrued

benefits under each Seller Benefit Plan (other than a Company Benefit Plan) intended to be qualified under Section 401(a) of the Code, effective as of the Closing Date.

(l) [Intentionally omitted.]

(m) Buyer agrees to comply in all material respects with the WARN Act as it relates to the Continuing Business Employees, during the ninety (90) days immediately following the Closing Date, and Seller agrees to comply in all material respects with the WARN Act as it relates to the Continuing Business Employees during the ninety (90) days immediately prior to the Closing Date.

(n) Seller agrees that, notwithstanding the terms of any noncompetition, customer non-solicit or other restrictive covenant obligation between Seller or its Affiliates and a Business Employee, such Business Employee shall be permitted to provide services to Buyer and its Affiliates following the Closing, and neither Seller nor its Affiliates will seek to enforce the terms of any such restrictive covenant following the Closing with respect to such Business Employee's services to Buyer and its Affiliates. Seller hereby assigns all such restrictive covenants, and any other restrictive covenants solely to the extent relating to the business of the Company and its Subsidiaries, to Buyer, and Buyer has the right, but not the obligation, to enforce such restrictive covenants.

(o) No later than thirty (30) days prior to the Closing, (x) Seller shall use commercially reasonable efforts to make individual independent contractors who are then directly engaged by Seller or its Affiliates in connection with the business of the Company and its Subsidiaries available to Buyer for the purpose of allowing Buyer to interview each such contractor and determine the nature and extent of each such person's continuation with the Company and its Subsidiaries following Closing, if any, and (y) Seller shall provide to Buyer contact information for third-party service providers then engaged by Seller or its Affiliates to provide contingent personnel with respect to the business of the Company and its Subsidiaries and reasonably cooperate in identifying and transferring such contingent work force to the extent requested by Buyer.

(p) Non-Solicitation; No-Hire. In consideration of the payment of the Purchase Price and the other consideration provided by Buyer hereunder and as a condition precedent to Buyer's consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, during the period of two (2) years commencing on the Closing Date, Seller shall not, and shall cause its Affiliates and Representatives to not, directly or indirectly, solicit, hire or attempt to solicit or hire, any person who is a Business Employee, or otherwise induce or influence any such person to terminate their employment or engagement with the Company or any of its Subsidiaries, or to terminate or breach such Person's employment agreement with Buyer or any of its Affiliates; provided, that the foregoing shall not be deemed to prohibit (i) general solicitations of employment, or recruitment efforts by recruitment agencies, not specifically directed by Seller or its Affiliates (directly or indirectly) toward employees or

service providers of the Company or its Subsidiaries and hiring any person who responds thereto, (ii) the employment of any person who is no longer employed by the Company or its Subsidiaries, so long as such person was not solicited or encouraged (directly or indirectly) by Seller, its Affiliate or any Person acting on their behalf to leave the employ of the Company or its Subsidiaries or (iii) the employment of any person who contacts Seller or its Affiliates on their own initiative without any direct or indirect solicitation or encouragement by Seller, its Affiliates or any Person acting on Seller's behalf.

(q) This Section 4.6 shall survive the Closing and shall be binding on all successors and assigns of Seller, Buyer (or, if applicable pursuant to this Section 4.6, its Affiliates, including the Company and its Subsidiaries). Seller and Buyer shall reasonably cooperate, and cause their respective Affiliates, including the Company and its Subsidiaries, to cooperate, as appropriate to carry out the provisions of this Section 4.6. Nothing set forth in this Section 4.6 shall confer any rights or remedies upon any employee or former employee of the Company and its Subsidiaries, any Continuing Business Employee, any of their dependents or beneficiaries or upon any other Person other than the parties hereto and their respective successors and assigns. Nothing in this Section 4.6 or this Agreement shall (i) constitute an amendment to, establishment or modification of any Seller Benefit Plan, any Company Benefit Plan or any other benefit or compensation, plan, program, policy, agreement or arrangement, (ii) limit the ability of Buyer or any of its Affiliates (including, following the Closing, the Company and its Subsidiaries) to amend, modify or terminate any Company Benefit Plan or any other benefit or compensation, plan, program, policy, agreement or arrangement or (iii) obligate Buyer or the Company to continue the employment (or any particular term or condition of employment) of any Continuing Business Employee for any specific period after the Closing Date.

Section 4.7 Public Announcements. Buyer and Seller will cooperate in the preparation and contents of joint public announcements to be made upon the execution of this Agreement and the Closing. Except as required by applicable Law or the joint public announcements contemplated above, neither Buyer nor Seller shall make, or permit any of their Affiliates or Representatives to make, any public announcement in respect of this Agreement, the Ancillary Agreements or the transactions contemplated hereby and thereby without the prior written consent of the other party; provided, that the parties hereto may, without the prior written consent of the other party hereto, make such public announcement (a) as may be required by applicable Laws, stock exchange rules or Governmental Authority and, if practicable under the circumstances, after reasonable prior consultation with the other party hereto or (b) to enforce its rights under this Agreement. Notwithstanding anything in this Agreement to the contrary, Seller, Buyer and their respective Affiliates shall not be prohibited from disclosing any information concerning this Agreement or the transactions contemplated hereby (i) to auditors or ratings agencies; provided, that such auditors or ratings agencies are made aware of the provisions of this Section 4.7, (ii) to an adviser for the purpose of advising in connection

with the transactions contemplated by this Agreement; provided, further, that such advisor is made aware of the provisions of this Section 4.7 or (iii) to the extent that the information has been made public by, or with the prior consent of, the other party.

Section 4.8 Insurance. Buyer acknowledges and agrees that, from and after the Closing Date, the Company, its Subsidiaries and the Assets shall cease to be insured by any insurance policies or any self-insured programs of Seller or Seller's Affiliates (other than the Company and its Subsidiaries). With respect to events or circumstances relating to the business of the Company and its Subsidiaries that occurred or existed prior to the Closing Date and that are covered by occurrence-based third party liability insurance policies of Seller or its Affiliates, Buyer may request Seller or its Affiliates to make claims under such policies and to remit to Buyer the net proceeds of any recoveries in respect of such claims, provided, that Buyer (a) agrees to reimburse Seller or its Affiliates for any increased costs incurred by Seller or its Affiliates as a result of such claims, including any retroactive or prospective premium adjustments associated with such coverage and (b) shall not have such right to the extent that such claims are covered by insurance policies of Buyer or its Affiliates. As of the second anniversary of this Agreement, Buyer's right pursuant to the immediately preceding sentence shall automatically expire.

Section 4.9 Intercompany Accounts and Agreements; Company Payments.

(a) Except as otherwise provided in this Agreement or the Ancillary Agreements:

(i) Seller shall, and shall cause its Affiliates to, take such actions and make such payments as may be necessary so that as of immediately prior to the Closing, the Company and its Subsidiaries, on the one hand, and Seller and its Affiliates (other than the Company and its Subsidiaries), on the other hand, settle, discharge, offset, pay, repay, terminate or extinguish in full all Intercompany Accounts; provided that this Section 4.9(i) shall not apply to the Settlement Agreement; and

(ii) Except as set forth on Section 4.9 of the Seller Disclosure Letter, all Intercompany Agreements to which the Company or any of its Subsidiaries is a party shall be terminated in respect of the Company or such Subsidiary, and the Company and such Subsidiary, as the case may be, shall be discharged without any further liability or obligation thereunder, effective immediately prior to the Closing.

(b) Prior to the Closing, Seller shall promptly after discovery thereof notify Buyer of any payment, transaction, commitment or agreement by the Company or its Subsidiaries that has occurred after the date hereof which is reasonably expected to constitute a Company Payment.

(c) For the avoidance of doubt, the Company and its Subsidiaries will, from March 31, 2024 through the Closing Date, continue to be entitled to amounts from Seller and its Affiliates (other than the Company and its Subsidiaries) for cost reimbursement, expense sharing and other similar amounts determined consistent with historical practices.

Section 4.10 D&O Indemnification; Insurance. Prior to the Closing, Seller shall acquire, at Seller's sole cost and expense, a director and officer liability run-off policy or extended reporting coverage (i.e., "tail coverage"), which shall provide coverage for a period of six (6) years commencing immediately after the Closing for the individuals who were officers or directors of the Company or any of its Subsidiaries prior to the Closing comparable to the coverage provided as of the date hereof under the policy or policies maintained by or for the Company or any of its Subsidiaries for the benefit of such individuals.

Section 4.11 Investment Assets. Without limiting Section 4.1, from the date hereof to the Closing Date, Seller shall cause the Insurance Companies to manage the Investment Assets in the ordinary course of business consistent with past practice, the Investment Guidelines and the Interim Asset Allocation Guidelines. From the date hereof until the Closing, Seller shall, within twenty (20) days following the end of each calendar month from the date hereof until the Closing, deliver to Buyer, (i) a list of each Investment Asset held by the Insurance Companies, (ii) a list of each Investment Asset held by the Insurance Companies that was sold or otherwise disposed of during the preceding month, the reason for such sale or disposition (which shall be consistent with the second sentence of this Section 4.11), and a description of the original cost and tax basis of such sold Investment Assets and (iii) a list of the Investment Assets acquired during the preceding month. Between the date hereof and the Closing Date, Seller shall cause the applicable executives or managers having primary responsibility for the matters contemplated by this Section 4.11 to consult with Representatives of Buyer as reasonably requested by Buyer not to exceed once every week, with respect to such matters, including future planned or potential purchases and sales of Investment Assets. In such meetings with management, Buyer or its Representative may make recommendations to Seller with respect to such matters, which Seller will consider in good faith. Seller will cooperate with Buyer and use reasonable best efforts to cause AUK to enter into one or more investment advisory agreements (which will be reasonably acceptable to the independent directors of the board of directors of AUK) with American Acorn Services, LLC or a similar Affiliate of Buyer pursuant to which such entity will provide investment advisory services to AUK through the Closing Date; provided that nothing in this sentence shall relieve Buyer of its obligations under Section 4.3. After the date hereof and prior to Closing, at either party's request, the parties shall discuss and consider in good faith entering into one or more investment advisory agreements with American Acorn Services, LLC or a similar Affiliate of Buyer pursuant to which such entity will provide

investment advisory services to the Company; provided that nothing in this sentence shall relieve Buyer of its obligations under Section 4.3.

Section 4.12 No Solicitation.

(a) From and after the date of this Agreement until the earlier of the Closing or the valid termination of this Agreement in accordance with Article 7, and except as otherwise specifically provided for in this Agreement, Seller shall not, and shall cause its Subsidiaries not to, and shall cause its and its Subsidiaries' officers, directors, employees, agents, consultants or professional advisors ("Representatives") or other Affiliates not to, directly or indirectly, (i) solicit, initiate or knowingly encourage or facilitate the making of any Company Acquisition Proposal or any inquiry, proposal, request or offer which constitutes, or would reasonably be expected to lead to, or result in, a Company Acquisition Proposal, (ii) participate in any negotiations regarding, or furnish to any Person (other than Buyer, its Affiliates and their respective Representatives) any nonpublic information relating to the Company and any of its Subsidiaries, in connection with or related to any Company Acquisition Proposal or potential Company Acquisition Proposal, (iii) enter into any letter of intent, stock purchase agreement, merger agreement, asset purchase agreement or other agreement providing for a Company Acquisition Proposal (other than an Acceptable Confidentiality Agreement) (each an "Alternative Acquisition Agreement"), (iv) approve or authorize, or cause or permit the Company or any of its Subsidiaries to enter into, any agreement to reimburse any third party for costs, expenses or other liabilities incurred in connection with making (or evaluating for the purpose of making) a potential Company Acquisition Proposal, (v) grant any waiver, amendment or release under any "standstill" or confidentiality agreement or fail to enforce the terms of any such "standstill" or similar provision of any confidentiality (unless with respect to this clause (v) the Seller Board determines in good faith, after consultation with Seller's outside financial advisors and outside legal counsel, that failure to take such action would be inconsistent with its fiduciary duties under applicable Laws, and if such action is so taken, shall provide the same release, amendment or waiver under the standstill in the Confidentiality Agreement) or (vi) resolve, commit or agree to do any of the foregoing. Promptly after execution of this Agreement, Seller shall, and shall cause each of its Subsidiaries to, and shall direct its and its Subsidiaries' Representatives to, immediately cease any existing discussions or negotiations with any Person with respect to a Company Acquisition Proposal.

(b) Notwithstanding the limitations set forth in Section 4.12(a) but subject to compliance with the other provisions of this Section 4.12, if, at any time prior to, but not after, the receipt of the Required Shareholder Approval (the "Alternative Acquisition Period"), Seller receives a Company Acquisition Proposal that the Seller Board determines in good faith, after consultation with Seller's outside financial advisors and outside legal counsel, and based on information then available, is or would reasonably be expected to lead to a Superior Proposal, then Seller may, in response to such Company

Acquisition Proposal, furnish nonpublic information relating to the Company or any of its Subsidiaries to the Person or group (as defined pursuant to Section 13(d) of the Exchange Act) of Persons (or any of their Representatives) making such Company Acquisition Proposal and engage in discussions or negotiations with such Person or group (as defined pursuant to Section 13(d) of the Exchange Act) of Persons and their Representatives regarding such Company Acquisition Proposal; provided that (i) prior to furnishing any nonpublic information relating to the Company or any of its Subsidiaries to such Person or group (as defined pursuant to Section 13(d) of the Exchange Act) of Persons or their respective Representatives, the Company enters into an Acceptable Confidentiality Agreement with the Person or group (as defined pursuant to Section 13(d) of the Exchange Act) of Persons making such Company Acquisition Proposal and (ii) promptly (but not more than one (1) Business Day) after furnishing any such nonpublic information to such Person, Seller furnishes such nonpublic information to Buyer (to the extent such nonpublic information has not been previously so furnished to Buyer or its Representatives). Notwithstanding anything to the contrary contained in this Agreement, Seller and its Representatives may in any event (A) seek to clarify the terms and conditions of any Company Acquisition Proposal solely to determine whether such Company Acquisition Proposal constitutes or would reasonably be expected to lead to a Superior Proposal in accordance with this Section 4.12 and (B) inform a Person or group (as defined pursuant to Section 13(d) of the Exchange Act) of Persons that has made or, to the Knowledge of Seller, is considering making, a Company Acquisition Proposal of the terms of this Section 4.12.

(c) Seller shall promptly (and in any event within one (1) Business Day) notify Buyer after receipt of any Company Acquisition Proposal, any inquiry or proposal that would reasonably be expected to lead to a Company Acquisition Proposal or any inquiry or request for nonpublic information relating to the Company and its Subsidiaries by any Person who has made or would reasonably be expected to make a Company Acquisition Proposal. Such notice shall indicate the identity of the Person making such Company Acquisition Proposal and the material terms and conditions of any such proposal or offer or the nature of the information requested pursuant to such inquiry or request. Thereafter, Seller shall keep Buyer reasonably informed, on a prompt basis (and in any event within one (1) Business Day), regarding any material changes to the status and material terms of any such proposal or offer (including any material amendments thereto or any material change to the scope or material terms or conditions thereof) and provide to Buyer as soon as practicable (and in any event within one (1) Business Day) after receipt thereof of any written indication of interest (or amendment thereto) (or if oral, written summaries of such indication of interests).

(d) At no time after the date hereof may the Seller Board nor any committee thereof except in compliance with Section 4.12(e), (i) withhold, withdraw, amend, qualify or modify, or publicly propose to withhold, withdraw, amend, qualify or modify, the Seller Board Recommendation, in each case, in a manner adverse to Buyer (it being

understood that it shall be considered a modification adverse to Buyer if any Company Acquisition Proposal is publicly announced and the Seller Board fails to issue a public press release within ten (10) Business Days of such public announcement providing that the Seller Board reaffirms the Seller Board Recommendation) (or, if earlier, by the second (2nd) Business Day prior to the then-scheduled Seller Shareholders Meeting, if a Company Acquisition Proposal has been publicly disclosed at least three (3) Business Days prior to the then-scheduled Seller Shareholders Meeting); (ii) adopt, authorize, approve, agree to, accept, endorse or recommend, submit to vote of the stockholders of Seller or otherwise declare advisable (or propose to adopt, authorize, approve, agree to, accept, endorse or recommend, submit to vote of the stockholders of Seller or otherwise declare advisable) a Company Acquisition Proposal; (iii) fail to publicly reaffirm the Seller Board Recommendation within three (3) Business Days after Buyer so requests in writing; provided that Buyer may make any such request only once for each Company Acquisition Proposal and an additional time for each material amendment to any Company Acquisition Proposal; (iv) fail to include the Seller Board Recommendation in the Proxy Statement; or (v) formally resolve to effect, publicly announce an intention or resolution to, or agree to take any of the foregoing actions (any action described in clauses (i) through (v), a "Seller Board Recommendation Change").

(e) Notwithstanding anything to the contrary set forth in this Agreement, if Seller has received a *bona fide* written Company Acquisition Proposal prior to obtaining the Required Shareholder Approval that has not been withdrawn, and that the Seller Board has concluded in good faith (after consultation with its financial advisor and outside legal counsel) is a Superior Proposal that did not result from a breach of this Section 4.12, then the Seller Board may effect a Seller Board Recommendation Change with respect to such Superior Proposal; provided, however, that the Seller Board (or a committee thereof) shall not take such action unless (i) the Seller Board determines in good faith (after consultation with its outside legal counsel and outside financial advisors) that the failure to do so would be inconsistent with its fiduciary duties under applicable Law; (ii) Seller and its Subsidiaries, Affiliates and Representatives comply in all respects with the requirements of and their obligations under, and not have violated the provisions of, this Section 4.12; (iii) Seller shall provide Buyer at least five (5) Business Days' (the "Superior Proposal Notice Period") prior written notice of its intention to take such action, which notice shall, in reasonable detail, set forth the reasons therefor and the material terms and conditions of such Company Acquisition Proposal and include a copy of the most recent proposed definitive agreement related to such Company Acquisition Proposal, (iv) during such five (5) Business Day period, Seller and its Representatives shall negotiate in good faith with Buyer (to the extent Buyer desires to negotiate) regarding any revisions to the terms of the transactions contemplated hereby proposed by Buyer in response to such Superior Proposal and (v) at the end of the five (5) Business Day period described in the foregoing clause (iv) (or, in the event that the Company Acquisition Proposal has been materially revised or modified, at the end of the two Business Day period following the date of receipt of each such material revision or

modification, if later), the Seller Board determines in good faith (after consultation with its financial advisor and outside legal counsel) that such Company Acquisition Proposal continues to constitute a Superior Proposal (after taking into account in good faith any adjustments made by Buyer during the Superior Proposal Notice Period to the terms and conditions of this Agreement), and that the failure to take such action would be inconsistent with its fiduciary duties under applicable Laws. With respect to this Section 4.12(e), if there is any amendment, revision or change to the terms of any such Superior Proposal (including any revision to the amount of consideration Seller would receive as a result of the Superior Proposal), in each case, individually or in the aggregate, in a material respect and to the extent such proposal would no longer constitute a Superior Proposal in relation to Buyer's proposal (after taking into account in good faith any adjustments made by Buyer during the Superior Proposal Notice Period to the terms and conditions of this Agreement), then for such amendment, revision or change Seller shall notify Buyer thereof in compliance with this Section 4.12(e) (including to provide any updated documentation or notices) by providing a new notice to Buyer, and the applicable Superior Proposal Notice Period shall be extended until at least three (3) Business Days after the time that Buyer receives such new notice from Seller of such amendment, revision or change, and Seller shall be required to comply again with the requirements of this Section 4.12(e) and the Seller Board shall not take any such action permitted under Section 4.12(e) prior to the end of such Superior Proposal Notice Period as so extended in accordance with the terms of this Section 4.12(e).

(f) Seller agrees that any breach of this Section 4.12 by any Representative of Seller, including any financial advisor acting on behalf of Seller or its Affiliates, will be deemed to be a breach of this Section 4.12 by Seller. Seller will not authorize, direct or permit any of its Representatives, including any financial advisor, to breach this Section 4.12.

(g) Nothing contained in this Agreement shall prohibit Seller or the Seller Board or any committee thereof from (i) taking and disclosing to shareholders of Seller a position or communication contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act (it being understood that any such communication to the shareholders of Seller shall not be deemed to be a Seller Board Recommendation Change) or (ii) making any disclosure or communication to shareholders of Seller that the Seller Board determines in good faith, based on the advice of its outside legal counsel, is required by the directors' fiduciary duties or applicable Law.

Section 4.13 Preparation of the Proxy Statement; Shareholders Meeting.

(a) As promptly as reasonably practicable after the execution of this Agreement and, in any event prior to the date which is twenty (20) Business Days after the date of this Agreement (or such later date as Seller and Buyer may agree, in each case acting reasonably), Seller (with the assistance and cooperation of Buyer) shall prepare the

Proxy Statement and file it in preliminary form with the SEC. Subject to Section 4.12, the Seller Board shall submit the Seller Board Recommendation to Seller's shareholders and shall include such recommendation in the Proxy Statement. Buyer shall provide to Seller all information concerning Buyer as may be reasonably requested by Seller in connection with the Proxy Statement and shall otherwise assist and cooperate with Seller in the preparation of the Proxy Statement and the resolution of any comments thereto received from the SEC. Each of Seller and Buyer shall promptly correct any information provided by it for use in the Proxy Statement if and to the extent such information shall have become false or misleading in any material respect. Each of Seller and Buyer shall notify the other promptly upon the receipt of any comments from the SEC and of any request by the SEC for amendments or supplements to the Proxy Statement or for additional information and shall supply the other with copies of all written correspondence between such party or any of its Representatives, on the one hand, and the SEC, on the other hand, with respect to the Proxy Statement. Each of Seller and Buyer shall use their respective reasonable best efforts to respond as promptly as reasonably practicable to any comments received from the SEC concerning the Proxy Statement and to resolve such comments with the SEC, and Seller shall use its reasonable best efforts to cause the Proxy Statement to be disseminated to its shareholders as promptly as reasonably practicable after the resolution of any such comments. Prior to the filing of the Proxy Statement (or any amendment or supplement thereto) or any dissemination thereof to Seller's stockholders or responding to any comments from the SEC with respect thereto, Seller must provide Buyer with a reasonable opportunity to review and propose comments on such document or response, which Seller shall consider in good faith.

(b) Subject to Section 4.13(a), Seller shall take all necessary actions in accordance with applicable Law, the Organizational Documents of Seller and the rules of New York Stock Exchange to duly call, give notice of, convene and hold a meeting of its shareholders (including any adjournment, recess, reconvening or postponement thereof, the "Seller Shareholders Meeting") for the purpose of obtaining the Required Shareholder Approval, as soon as reasonably practicable after the SEC confirms that it has no further comments on the Proxy Statement. For the avoidance of doubt, unless this Agreement is validly terminated in accordance with Section 7.1, Seller shall submit this Agreement to the stockholders of Seller at the Seller Shareholders Meeting for the purpose of obtaining the Required Shareholder Approval even if the Seller Board has effected a Seller Board Recommendation Change. Subject to Section 4.12, Seller shall use its reasonable best efforts to obtain the Required Shareholder Approval. Notwithstanding anything to the contrary in this Agreement, Seller may, with the written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), adjourn, recess, reconvene or postpone the Seller Shareholders Meeting if Seller reasonably believes that (i) such adjournment, recess, reconvening or postponement is necessary to ensure that any required supplement or amendment to the Proxy Statement is provided to Seller's shareholders within a reasonable amount of time in advance of the Seller Shareholders

Meeting, (ii) after consultation with Buyer, as of the time for which the Seller Shareholders Meeting is originally scheduled (as set forth in the Proxy Statement), (A) there will be an insufficient number of Seller Common Stock present (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Seller Shareholders Meeting or (B) there will be an insufficient number of proxies to obtain the Required Shareholder Approval or (iii) such adjournment, recess, reconvening or postponement is required by Law or a court or other Governmental Authority of competent jurisdiction in connection with any action, suit or proceeding in connection with this Agreement or the transaction contemplated by this Agreement or has been requested by the SEC or its staff.

Section 4.14 Use of Ambac Marks; Intellectual Property License.

(a) As promptly as reasonably practicable following the execution of this Agreement and, in any event prior to the Closing, the parties shall cooperate in good faith to negotiate and agree upon the parties' respective rights and obligations (which shall be set forth in the Transition Services Agreement or such other agreement as mutually agreed upon by the parties (the "Trademark Agreement")) with respect to (i) the term "Ambac" and any Trademarks (including internet domain names) containing or comprising the foregoing or any variations thereof (the "Ambac Marks") and (ii) any other Trademarks identified by the parties that are owned by either of (x) the Company or its Subsidiaries or (y) Seller and its Affiliates (other than the Company and its Subsidiaries) and used in both the business of the Company and its Subsidiaries and any other business of Seller and its Affiliates (other than the Company and its Subsidiaries) (the foregoing clauses (i) and (ii), collectively, the "Shared Marks"), including in respect of the continued use of the Ambac Marks after the Closing by the Company and its Subsidiaries, on the one hand, and Seller and its Affiliates (other than the Company and its Subsidiaries), on the other hand; provided that, (subject to the terms of the Transition Services Agreement or the Trademark Agreement, as applicable) Seller or its Affiliates (other than the Company and its Subsidiaries) as of the Closing, shall retain ownership of the Ambac Marks; and provided further, that (subject to the terms of the Transition Services Agreement or the Trademark Agreement, as applicable) in no event shall the Company or its Subsidiaries be required at any time (A) to cease use of the term "Ambac" solely as used in the entity names "Ambac Assurance Corporation" or "Ambac Assurance UK Limited" as used prior to the date hereof, or (B) to cease any existing uses of the Ambac Marks being used in the business of Company and its Subsidiaries as of the Closing (other than winding down use of email and website domains in accordance with a transition plan to be specified in the Transition Services Agreement or the Trademark Agreement); provided that the Company and its Subsidiaries shall not offer products or services under the Ambac Marks after the Closing (other than reasonable wind-down of existing marketing materials in use as of the Closing), and the Trademark Agreement shall include reasonable obligations on the parties thereto to seek to minimize any

potential consumer or market confusion with respect to their permitted uses of the "Ambac" name or Ambac Marks after the Closing.

(b) Seller, on behalf of itself and its Affiliates, hereby grants (and hereby causes its Affiliates to grant) to the Company and its Subsidiaries, effective as of the Closing, a worldwide, fully paid-up, royalty-free, irrevocable, perpetual, non-exclusive, and non-transferable license under and to all Intellectual Property rights (other than Trademarks) (i) owned as of the Closing by Seller or any of its Affiliates and (ii) used in the businesses of the Company or of its Subsidiaries within the twelve (12) months prior to the Closing, for any and all uses necessary for the operation of such businesses.

(c) The Company and its Subsidiaries, on behalf of themselves and their Affiliates, hereby grant (and hereby causes their Affiliates to grant) to the Seller and its Affiliates, effective as of the Closing, a worldwide, fully paid-up, royalty-free, irrevocable, perpetual, non-exclusive, and non-transferable license under and to all Intellectual Property rights (other than Trademarks) (i) owned as of the Closing by the Company or any of its Subsidiaries and (ii) used in the businesses of Seller or its Affiliates within the twelve (12) months prior to the Closing, for any and all uses necessary for the operation of such businesses.

Section 4.15 Audited Financial Statements; Monthly Reporting.

(a) After the date hereof until the Closing or termination of this Agreement in accordance with its terms, Seller shall continue to prepare or cause to be prepared (i) the SAP quarterly and annual statements of admitted assets, liabilities and capital and surplus of the Company and the related SAP statements of income, changes in capital and surplus and cash flow for the relevant quarterly and annual periods (including the notes, exhibits or schedules thereto and any actuarial opinions, affirmations or certificates filed therewith), in each case, in the ordinary course of business and on substantially the same timeline as the relevant Statutory Statements have been prepared and (ii) the unaudited GAAP quarterly and annual consolidated balance sheet and income statement of the Company and its Subsidiaries, in each case, prepared in a consistent manner as the GAAP Financial Statements are prepared and on the same timeline as the relevant quarterly or annual SAP statements in clause (i) are prepared ((i) and (ii), collectively, the "Interim Period Company Financial Statements"). Seller shall deliver to Buyer the Interim Period Company Financial Statements promptly after they are prepared and available.

(b) By the twenty-fifth calendar day of each calendar month after the date hereof until the Closing or termination of this Agreement in accordance with its terms, Seller shall provide to Buyer the unaudited consolidated income statements of the Company and its Subsidiaries as of and for the monthly period ending on the last day of the immediately prior calendar month, in a format consistent with historical practice. In connection with Buyer's review of the foregoing, Seller shall use commercially reasonable efforts, at Buyer's cost, to provide Buyer reasonable supporting

documentation and calculations underlying the foregoing financial statements and schedules as reasonably requested by Buyer from time to time.

Section 4.16 Equity Financing.

(a) Buyer shall take or cause to be taken all actions reasonably necessary under the Equity Commitment Letters (including enforcing the Equity Commitment Letters) to obtain the Equity Financing upon satisfaction of the conditions to funding set forth therein, including (i) maintaining in effect the Equity Commitment Letters, (ii) satisfying all conditions in such Equity Commitment Letters, (iii) subject to the satisfaction (or waiver by Buyer) of the conditions set forth in the Equity Commitment Letters and Section 6.1 and Section 6.2 (other than those conditions that by their nature are to be satisfied at the Closing), consummating the Equity Financing and (iv) enforcing its rights under the Equity Commitment Letters, including pursuing valid claims necessary to enforce such rights.

(b) Buyer shall provide the Seller notice (i) of any breach or default, or threatened breach or default, related to the Equity Financing of which Buyer becomes aware and (ii) of the receipt or delivery of any notice or other communication, in each case from any Person with respect to any breach or default of any provisions of the Equity Commitment Letters by Buyer or the Equity Financing Sources. Buyer shall provide any information reasonably requested by the Seller relating to any circumstance referred to in clause (i) or (ii) of the immediately preceding sentence.

(c) Buyer acknowledges that neither the availability nor the terms of the Equity Financing is a condition to the obligations of Buyer to consummate the Closing.

Section 4.17 Wrong Pockets. To the extent that, at any time following the Closing, either Buyer or any of its Subsidiaries, on the one hand, or Seller or any of its Subsidiaries, on the other hand, receives payment of an account receivable or other payment or benefit, or is in possession of any asset, in each case that in accordance with this Agreement or the Transition Services Agreement is owned by or owed to the other (each, a "Misdirected Item"), then the Person receiving such Misdirected Item shall promptly upon becoming aware of such fact provide written notice to the Person entitled to such Misdirected Item and cooperate to deliver such Misdirected Item to such entitled Person, without the payment of additional consideration. Notwithstanding the foregoing, the obligations set forth in this paragraph shall terminate and expire upon the second (2nd) anniversary of the Closing.

Section 4.18 Specified Transactions.

(a) Immediately prior to the Closing, Seller shall acquire or cause to be acquired (by a Person other than the Company and its Subsidiaries) the Investment Assets set forth on Section 4.18(a) of the Seller Disclosure Letter for an aggregate amount in

cash equal to the amounts set forth on Section 4.18(a) of the Seller Disclosure Letter applicable to such Investment Assets. Any such acquisitions shall be effected no later than concurrently with the Closing.

(b) At Seller's election prior to the Closing, the parties shall negotiate in good faith and enter into documentation to, effectuate a transaction on the terms set forth in Exhibit E.

(c) Prior to the Closing, Seller shall cause the leases identified on Section 4.18(c) of the Seller Disclosure Letter to be assigned to Seller at no cost to the Company or any of its Subsidiaries.

Section 4.19 Financial Reporting Package. Following the Closing and so long as required under the Settlement Agreement (as defined below), the Seller will provide the Company and the Buyer with the necessary information in a timely manner so that the Company can continue to make publicly available the financial information listed on Schedule C to the Settlement Agreement, dated as of June 7, 2010 (as amended from time to time, the "Settlement Agreement"), by and among the Company, Ambac Credit Products LLC, the Seller and the policy beneficiaries party thereto.

Section 4.20 Transition Services Agreement. Prior to the Closing, Buyer and Seller will negotiate in good faith the form of the Transition Services Agreement consistent with the Transition Services Agreement Term Sheet; provided that Buyer and Seller will use commercially reasonable, good faith efforts to finalize the definitive Transition Services Agreement within sixty (60) days of the date hereof.

## ARTICLE 5

## Tax Matters

Section 5.1 Tax Returns. Seller shall be responsible for preparing and filing all Tax Returns (a) of the Company and its Subsidiaries that are due (taking into account extensions) on or prior to the Closing Date or (b) that are Consolidated or Combined Returns. All Tax Returns described in clause (a) of the preceding sentence shall be prepared in a manner consistent with past practice to the extent permitted by applicable Law. Buyer shall be responsible for preparing and filing all other Tax Returns relating to the business or assets of the Company and its Subsidiaries. Buyer shall not, and shall cause its Affiliates not to, make any election under Section 336 or 338 of the Code with respect to the transactions contemplated by this Agreement.

Section 5.2 Tax Contests; Books and Records; Cooperation.

(a) Buyer shall notify Seller within twenty (20) days after receipt by Buyer or any of its Affiliates of written notice of any pending federal, state, local or foreign Tax

audit or examination relating to any Tax Return that is a Consolidated or Combined Return or that could otherwise be expected to impact Seller with respect to any Pre-Closing Tax Period. Buyer shall not, and shall not permit its Affiliates to, concede, settle or compromise any such audit or examination (or portion thereof) without the consent of Seller which consent shall not be unreasonably conditioned, withheld or delayed.

(b) Buyer and Seller shall (and shall cause their respective Affiliates to) (i) provide the other party and its Affiliates with such assistance as may be reasonably requested in connection with the preparation of any Tax Return, determining Seller's obligations under the Closing Agreement, or any audit or other examination by any taxing authority or any judicial or administrative proceeding relating to Taxes and (ii) retain (and provide the other party and its Affiliates with reasonable access to) all records or information which may be relevant to such Tax Return, the Closing Agreement, audit, examination or proceeding, provided that the foregoing shall be done in a manner so as not to interfere unreasonably with the conduct of the business of the parties. Seller shall use its reasonable best efforts to cooperate with Buyer prior to Closing (including making advisors reasonably available to Buyer) in the event that Buyer seeks to procure a tax insurance policy with respect to positions taken or to be taken by the Company and its Subsidiaries, at Buyer's expense.

Section 5.3 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with the transactions contemplated by this Agreement shall be paid by Buyer when due, and Buyer will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes and fees, and, if required by applicable Law, Seller will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

Section 5.4 Consolidated Return Elections. Seller shall make or cause to be made in a timely manner (and shall refrain from making or causing to be made, as applicable) all relevant Tax elections (including on a protective basis), including pursuant to Treasury Regulations Sections 1.1502-36(d)(6)(i)(A) and 1.1502-36(e)(5), so that neither the Company nor any of its Subsidiaries shall suffer any reduction in (i) any Category A attributes of the Company and its Subsidiaries, (ii) Category B attributes of the Company and its Subsidiaries below an aggregate amount of $1,886,742,823, (iii) Category C attributes of the Company and its Subsidiaries below an aggregate amount of $201,983,943 and (iv) any Category D attributes of the Company and its Subsidiaries, in each case pursuant to Treasury Regulations Section 1.1502-36, provided, that the parties acknowledge and agree that Seller may elect under Treasury Regulation Section 1.1502-36(d)(6)(i)(B) or (C) to reattribute Category B attributes from the Company and its Subsidiaries so long as the conditions of clauses (i) through (iv) above are met.

Section 5.5 Tax Sharing Agreements. Notwithstanding anything to the contrary contained herein, Seller shall, and shall cause its Affiliates to, take such actions

as may be necessary to terminate all Tax sharing agreements and similar agreements between the Company or its Subsidiaries, on the one hand, and Seller or any Affiliate of Seller (other than the Company or its Subsidiaries), on the other hand, (each such agreement a "Tax Sharing Agreement") and Seller and its Affiliates shall not have any continuing obligation to the Company (or vice versa) under such Tax Sharing Agreements after the Closing Date.

Section 5.6 Seller Tax Liabilities. Seller and its Affiliates shall be liable for and shall hold Buyer, the Company and their respective Affiliates harmless against any Seller Taxes. The obligations of Seller and its Affiliates set forth in this Section 5.6 shall survive until the date that is thirty (30) days following the expiration of the statute of limitations applicable to the underlying Tax.

Section 5.7 Tax Treatment of Warrants. The Parties acknowledge and agree that, for U.S. federal and all applicable state and local income Tax purposes the Holder (as defined in the Warrant) shall be treated as purchasing the warrants issued pursuant to the Warrant directly from Seller for an amount proposed by Buyer and consented to by Seller pursuant to a written draft notice delivered to Seller at least ten (10) days prior to Closing; provided that such consent shall not be unreasonably conditioned, withheld or delayed. The Parties and their respective Affiliates shall prepare all Tax Returns and books and records in a manner consistent with the preceding sentence and shall not take any position inconsistent therewith, except to the extent such position is successfully challenged pursuant to a Tax audit or proceeding.

## ARTICLE 6

## Conditions Precedent

Section 6.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated hereby shall be subject to the fulfillment or waiver at or prior to the Closing of the following conditions:

(a) Approvals of Governmental Authorities. The Governmental Approvals listed on Section 6.1(a) of the Seller Disclosure Letter shall have been received or obtained (or any applicable waiting period shall have expired or shall have been terminated).

(b) No Injunction, etc. Consummation of the transactions contemplated hereby shall not have been restrained, enjoined or otherwise prohibited or made illegal by any applicable Law or Governmental Order.

(c) Required Shareholder Approval. The Required Shareholder Approval shall have been obtained.

Section 6.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated hereby shall be subject to the fulfillment or waiver at or prior to the Closing of the following additional conditions:

(a) Representations. (i) Each of the Fundamental Representations shall be true and correct in all but *de minimis* respects as of the Closing Date, (ii) the representations and warranties contained in Section 2.8(b) shall be true and correct in all respects as of the Closing Date and (iii) each of the other representations and warranties of Seller contained in Article 2 of this Agreement (other than the representations and warranties referred to in the foregoing clauses (i) and (ii)) (without giving effect to any limitations as to "materiality" or "Material Adverse Effect" set forth therein) shall be true and correct at and as of the Closing Date, in each case of the foregoing clauses (i), (ii) and (iii), with the same effect as though made at and as of such time (except for representations that are as of a specific date, which representations shall be true and correct as of such date), and except in the case of this clause (iii), where all failures to be so true and correct has not had and would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(b) Performance. Seller shall have in all material respects duly performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Seller at or prior to the Closing.

(c) Certificate. Seller shall have delivered to Buyer a certificate, dated as of the Closing Date, signed by a duly authorized officer of Seller to the effect set forth above in Sections 6.2(a) and (b).

(d) Burdensome Condition. The Governmental Approvals listed on Section 6.1(a) of the Seller Disclosure Letter shall have been received or obtained (or any applicable waiting period shall have expired or shall have been terminated) without the imposition of any Burdensome Condition.

Section 6.3 Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated hereby shall be subject to the fulfillment or waiver at or prior to the Closing of the following additional conditions:

(a) Representations. (i) Each of Section 3.1 (*Corporate Status*), Section 3.2 (*Corporate and Governmental Authorization*) and Section 3.3 (*Non-Contravention*) (other than the representations and warranties in Section 3.3 with respect to material agreements) shall be true and correct in all but *de minimis* respects as of the Closing Date and (ii) each of the other representations and warranties of Buyer contained in Article 3 of this Agreement, other than the representations and warranties referred to in the foregoing clause (i) (without giving effect to any limitations as to "materiality" set forth therein) shall be true and correct at and as of the Closing Date, in each case of the foregoing clauses (i) and (ii), with the same effect as though made at and as of such time

(except for representations that are as of a specific date, which representations shall be true and correct in all respects as of such date), and, in the case of this clause (ii), except where all failures to be so true and correct would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of Buyer to timely perform its obligations hereunder or consummate the transactions contemplated by this Agreement.

(b) Performance. Buyer shall have in all material respects duly performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Buyer at or prior to the Closing.

(c) Certificate. Buyer shall have delivered to Seller a certificate, dated as of the Closing Date, signed by a duly authorized officer of Buyer to the effect set forth above in Sections 6.3(a) and (b).

## ARTICLE 7

## Termination

Section 7.1 Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) by the written agreement of Buyer and Seller;

(b) by either Buyer or Seller by written notice to the other party, if:

(i) the Closing shall not have been consummated on or before April 4, 2025 (the "End Date"), provided, however, that if the Closing has not occurred due solely to the failure of the conditions to Closing set forth in Section 6.1(a) to be satisfied, the End Date shall be automatically extended for an additional ninety (90) days and the parties agree to continue to use their respective reasonable best efforts to satisfy such Closing conditions (such extended End Date, as so extended, shall be the "End Date" for all purposes under this Agreement); provided, further, that the right to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not be available to any party whose breach of any provision of this Agreement results in the failure of the Closing to be consummated by such time;

(ii) (A) there shall be any applicable Law that makes consummation of the Closing illegal or otherwise prohibited or (B) any judgment, injunction, order or decree of any Governmental Authority having competent jurisdiction enjoining Buyer or Seller from consummating the Closing is entered and such judgment, injunction, order or decree shall have become final and nonappealable; or

(iii) Seller fails to obtain the Required Shareholder Approval at the Seller Shareholders Meeting (or any adjournment or postponement thereof) at which a vote is taken on the transactions contemplated herein;

(c) by Buyer by written notice to Seller, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Seller or the Company or its Subsidiaries set forth in this Agreement shall have occurred that would cause the condition set forth in Sections 6.2(a) or (b) not to be satisfied, and such breach is not cured within sixty (60) days of written notice to Seller thereof or is incapable of being cured by the End Date; provided, however, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 7.1(c) if Buyer is then in material breach or violation of its representations, warranties or covenants contained in this Agreement;

(d) by Seller by written notice to Buyer, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Buyer set forth in this Agreement shall have occurred that would cause the condition set forth in Sections 6.3(a) or (b) not to be satisfied, and such breach is not cured within sixty (60) days of written notice to Buyer thereof or is incapable of being cured by the End Date; provided, however, that Seller shall not have the right to terminate this Agreement pursuant to this Section 7.1(d) if Seller is then in material breach or violation of its representations, warranties or covenants contained in this Agreement; or

(e) by Buyer, if at any time the Seller Board (or a committee thereof) has effected a Seller Board Recommendation Change.

Section 7.2 Effect of Termination. If this Agreement is terminated pursuant to Section 7.1, this Agreement shall become void and of no effect without liability of any party (or any of its directors, officers, employees, stockholders, Affiliates, agents, successors or assigns) to the other party except as provided in this Section 7.2, provided, that no such termination (nor any provision of this Agreement) shall relieve any party from liability for any damages (including claims for damages based on the consideration that would have otherwise been payable to Seller) for Fraud or for Willful Breach of any provision hereunder prior to such termination. The provisions of Section 4.2(d), this Section 7.2, Section 8.1, Section 8.2 and Article 9 shall survive any termination hereof pursuant to Section 7.1.

Section 7.3 Termination Fee; Expense Reimbursement.

(a) If (A) this Agreement is validly terminated pursuant to Section 7.1(b)(i), Section 7.1(b)(iii) or Section 7.1(c) (an "Applicable Termination"); (B) following the execution and delivery of this Agreement and prior to an Applicable Termination, Seller or the Company has received a Company Acquisition Proposal (and such Company Acquisition Proposal has not subsequently been irrevocably withdrawn prior to the

Applicable Termination) or a Company Acquisition Proposal has been publicly made or disclosed (and not publicly irrevocably withdrawn at least four (4) Business Days prior to the Applicable Termination (or, in the case of a termination pursuant Section 7.1(b)(iii), prior to the Seller Shareholders Meeting (or an adjournment or postponement thereof) at which a vote is taken on the transactions contemplated by this Agreement)); and (C) within twelve (12) months following such Applicable Termination, a Company Acquisition Proposal is consummated or Seller enters into a definitive agreement with respect to a Company Acquisition Proposal, then Seller will, concurrently with the earlier of the execution of the definitive agreement and the consummation of such transaction and in addition to any Expense Reimbursement paid or payable to Buyer, pay to Buyer an amount equal to $22,000,000 (the "Termination Fee"), in accordance with the payment instructions which have been provided to Seller by Buyer as of the date hereof, or as further updated by written notice by Buyer from time to time. For purposes of this Section 7.3(a), all references to "15%" in the definition of "Company Acquisition Proposal" will be deemed to be references to "50%."

(b) In the event that this Agreement is validly terminated pursuant to Section 7.1(c) (with respect to any breach of Section 4.3, Section 4.12 on the part of Seller or its Affiliates or Section 4.13) or Section 7.1(e), or is terminated pursuant to Section 7.1(b)(iii) at a time when Buyer could have terminated this Agreement pursuant to Section 7.1(c) (with respect to any breach of Section 4.3, Section 4.12 on the part of Seller or its Affiliates or Section 4.13) or Section 7.1(e), then Seller shall pay to Buyer, by wire transfer of immediately available funds, the Termination Fee within two (2) Business Days of such termination of this Agreement in accordance with the payment instructions which have been provided to Seller by Buyer as of the date hereof, or as further updated by written notice by Buyer from time to time.

(c) In no event shall Seller be required to pay the Termination Fee on more than one occasion.

(d) In the event that this Agreement is terminated pursuant to Section 7.1(b)(i) (but only if the Termination Fee becomes payable in accordance with Section 7.3(a)), Section 7.1(e), Section 7.1(c), Section 7.1(e) or pursuant to Section 7.1(b)(iii) at a time when Buyer could have terminated this Agreement pursuant to Section 7.1(c) (with respect to any breach of Section 4.3, Section 4.12 on the part of Seller or its Affiliates or Section 4.13), then, Seller shall, following receipt of an invoice detailing Buyer's reasonably documented out-of-pocket fees and expenses (including reasonable legal fees and expenses) actually incurred by Buyer and its Affiliates on or prior to the termination of this Agreement in connection with the transactions contemplated herein and by the Ancillary Agreements as shown on invoices therefor, promptly (and in any event within five (5) Business Days) following such receipt pay such fees and expenses, by wire transfer of immediately available funds, in accordance with the payment instructions which have been provided to Seller by Buyer as of the date hereof, or as further updated

by written notice by Buyer from time to time; provided, however, in no event shall Seller or any of its Affiliates have any obligation to pay more than $6,000,000 in the aggregate of such fees and expenses (the "Expense Reimbursement").

(e) Seller acknowledges that (i) the agreements contained in this Section 7.3 are an integral part of the transactions contemplated hereby and by the Ancillary Agreements, (ii) without these agreements, Buyer would not enter into this Agreement and (iii) Termination Fee is not a penalty, but is liquidated damages, in a reasonable amount that will compensate Buyer in the circumstances in which such fee is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Accordingly, if the Company fails to timely pay any amount due pursuant to Section 7.3(a), Section 7.3(b) or Section 7.3(c), respectively, and, in order to obtain such payment, Buyer commences a suit that results in a judgment against the other party for the payment of any amount set forth in Section 7.3(a), Section 7.3(b) or Section 7.3(d), Seller shall pay Buyer its reasonable and documented out-of-pocket costs and expenses in connection with such suit, together with interest on such amount at the annual rate of the prime rate as published in *The Wall Street Journal* in effect on the date such payment was required to be made through the date such payment was actually received, or such lesser rate as is the maximum permitted by applicable Laws.

(f) Notwithstanding anything in this Agreement to the contrary, subject to Section 9.11, in the event that this Agreement is terminated under circumstances where the Termination Fee is payable pursuant to this Section 7.3, the payment of the Termination Fee shall be the sole and exclusive remedy of Buyer against Seller and its Affiliates and any of their respective former, current or future stockholders, or Representatives (the "Seller Related Parties") for all losses and damages suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated or for a breach or failure to perform hereunder or otherwise, and upon payment of such amount, none of the Seller Related Parties shall have any further liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, nothing herein shall relieve any party hereto from liability for Fraud or any Willful Breach of this Agreement prior to such termination.

(g) Notwithstanding anything to the contrary in this Agreement, in no event shall (A) any Related Party (as defined in the Equity Commitment Letter, which excludes, for the avoidance of doubt, Sponsor (as defined in the Equity Commitment Letter) and Buyer) have any liability for monetary damages to Seller (whether at law, in contract, in tort or otherwise) relating to or arising out of this Agreement or the transactions contemplated hereby, other than Sponsor's obligations under the Equity

Commitment Letter and other than the obligations of Buyer as provided herein, or (B) any former, current or future general or limited partners, equityholders, directors, officers, employees, managers, members, Affiliates or agents of Seller have any liability to Sponsor, Buyer or any Related Party for monetary damages (whether at law, in contract, in tort or otherwise) relating to or arising out of this Agreement or the transactions contemplated hereby. In no event shall the Company seek or obtain, nor shall it permit any of its Representatives to seek or obtain, nor shall any Person be entitled to seek or obtain, any monetary recovery or monetary award against any Related Party with respect to, this Agreement or the Ancillary Agreements (including the Equity Commitment Letter) or the transactions contemplated hereby and thereby (including, any breach by Sponsor or Buyer), the termination of this Agreement, the failure to consummate the transactions contemplated by this Agreement or the Ancillary Agreements or any claims or actions under applicable Law arising out of any such breach, termination or failure, other than from Buyer to the extent expressly provided for in this Agreement or Sponsor to the extent expressly provided for in the Equity Commitment Letter.

## ARTICLE 8

## Definitions

Section 8.1 Certain Terms. The following terms have the respective meanings given to them below:

"Acceptable Confidentiality Agreement" means a confidentiality agreement entered into after the date hereof that contains provisions that in the aggregate are no less favorable to the Company than those contained in the Confidentiality Agreement (provided that any such agreement need not contain any "standstill" or similar provisions) and that does not contain any provision that would prevent Seller from complying with its obligation to provide any disclosure to Buyer required pursuant to Section 4.12.

"Accrued Vacation Days" has the meaning set forth in Section 4.6(h).

"Actuarial Report" means the Loss and Loss Adjustment Expense Reserve Review by KPMG, LLP as of December 31, 2022, dated April 2023.

"Adjustment Amount" means the amount equal to (a) the First Adjustment plus (b) the Second Adjustment less (c) the aggregate amount of Company Payments, in each case, as of the Closing Date.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. Notwithstanding the foregoing, for the purposes of this Agreement, the term "Affiliate," as it relates to Buyer, shall exclude Brookfield Asset Management Inc. and its Affiliates

that are not also Affiliates of Buyer by virtue of being, or being directly or indirectly controlled by, Oaktree Capital Management, L.P. and, for the avoidance of doubt, shall exclude any investor in such entity or beneficial owner of such entity's equity securities or those of any Person that controls such entity, and any portfolio company, limited partner, investor or similar Person of any of the foregoing.

"Agreement" has the meaning set forth in the Preamble.

"Alternative Acquisition Agreement" has the meaning set forth in Section 4.12(a).

"Alternative Acquisition Period" has the meaning set forth in Section 4.12(b).

"Ambac Marks" has the meaning set forth in Section 4.14(a).

"AMPS" has the meaning set forth in Section 2.4(a).

"Ancillary Agreements" means, collectively, the Equity Commitment Letter, the Transition Services Agreement, the Warrant and the Investor Rights Agreement.

"Anti-Corruption Laws" means all U.S. and non-U.S. Laws relating to the prevention of corruption, money laundering, and bribery, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act of 2010.

"Applicable Termination" has the meaning set forth in Section 7.3(a).

"Assets" has the meaning set forth in Section 2.10(a).

"AUK" means Ambac Assurance UK Limited, a company formed under the Laws of England and Wales, a wholly owned subsidiary of the Company.

"Balance Sheet Date" has the meaning set forth in Section 2.6(a).

"Benefits Accounts Notice of Disagreement" has the meaning set forth in Section 1.2(d)(ii).

"Benefits Accounts Resolution Period" has the meaning set forth in Section 1.2(d)(iii).

"Benefits Accounts Review Period" has the meaning set forth in Section 1.2(d)(i).

"Burdensome Condition" means any condition, limitation, qualification, restriction, or requirement imposed by a Governmental Authority in connection with its grant of any consent, authorization, order, approval, expiration or termination of waiting periods or exemption listed on Schedule 6.1(a) (each, a "Condition") that, individually or in the aggregate with all other Conditions, would or would reasonably be expected to: (a)

have a material adverse effect on the financial condition, business, assets or results of operations of Buyer and its Subsidiaries (including, after the Closing, the Company and its Subsidiaries), taken as a whole; (b) require any modification or amendment of, or any adverse deviation from, the Business Plan or any Condition on an agreement listed on Schedule 8.1 that modifies, amends or causes an adverse deviation from the Business Plan, in each case, that materially impairs the aggregate economic benefits reasonably expected to be obtained by Buyer and its equity owners from the transactions contemplated by this Agreement; or (c)(i) require the provision of any guarantee, keep-well or capital or surplus maintenance agreement, or pledge of assets or similar arrangement by any Control Person or its Affiliates (other than Buyer and its Subsidiaries (including, after the Closing, the Company and its Subsidiaries)), or restrict the ability of any Control Person or any such Affiliate to conduct its business or use its properties in any material respect, (ii) prohibit any Control Person or any such Affiliate from engaging in, investing in or acquiring any type or line of business or (iii) require any Control Person or any such Affiliate to divest or dispose of any business or assets. Except in the case of clause (b) of this definition, no Condition of the type customarily imposed by the applicable Governmental Authority on "private equity" acquisitions of insurance businesses shall be taken into account in determining whether a Burdensome Condition has occurred.

"Business Day" means any day that is not (a) a Saturday, (b) a Sunday or (c) any other day on which commercial banks are authorized or required by Laws to be closed in the City of New York.

"Business Employee" means, each employee of Seller and its Subsidiaries or the Company and its Subsidiaries who is listed on Section 2.14(a) of the Seller Disclosure Letter as agreed, as of the date hereof, between Seller and Buyer, which shall be updated to (x) remove any such individual whose employment with the Company and its Subsidiaries, is terminated prior to the Closing in accordance with the terms of this Agreement and (y) add any other employees of Seller and its Subsidiaries or the Company and its Subsidiaries as may be mutually agreed in writing by Seller and Buyer prior to the Closing.

"Business Plan" means the business plan delivered by Buyer to Seller on April 24, 2024.

"Buyer" has the meaning set forth in the Preamble.

"Buyer Disclosure Letter" means the letter, dated as of the date hereof, delivered by Buyer to Seller prior to the execution of this Agreement and identified as the Buyer Disclosure Letter.

"Buyer Liens" means any Liens arising as a result of any agreement of, or any Governmental Order binding on, or any condition applicable to, or otherwise resulting

from any facts or circumstances relating to, Buyer or its designated assignee(s) hereunder or any of their respective Affiliates, but not Seller or its Affiliates.

"Closing" has the meaning set forth in Section 1.3.

"Closing Benefits Accounts" has the meaning set forth in Section 1.2(d)(i).

"Closing Date" has the meaning set forth in Section 1.3.

"Closing Statement" has the meaning set forth in Section 1.2(b).

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meanings set forth in the Recitals.

"Company Acquisition Proposal" means any offer, proposal or indication of interest (whether or not in writing) from any Person or group (as defined pursuant to Section 13(d) of the Exchange Act) of Persons (other than Buyer and its Affiliates) relating to or involving, whether in a single transaction or series of related transactions, any direct or indirect acquisition, lease, exchange, reinsurance, license, transfer, disposition or purchase of any business, businesses or assets (including equity interests in Subsidiaries but excluding sales of assets in the ordinary course of business consistent with past practice) of the Company and its Subsidiaries that constitute or account for 15% or more of the consolidated net revenues, net income, net liabilities or net assets of the Company and its Subsidiaries, taken as a whole.

"Company Benefit Plan" has the meaning set forth in Section 2.15(a).

"Company Payments" means any of the following payments made or liabilities accrued or assumed by the Company or its Subsidiaries, other than those described on Section 8.2 of the Seller Disclosure Letter:

(i) dividend, return of capital or other distribution of profits or assets, or other payment or obligation for payment, made, declared or paid by the Company or any of its Subsidiaries between March 31, 2024 and the Closing Date (other than from wholly owned Subsidiaries of the Company to the Company) with respect to any of their securities;

(ii) payments made or incurred between March 31, 2024 and the Closing Date for the benefit of Seller or its Subsidiaries (other than the Company and its Subsidiaries), other than those contemplated by any Intercompany Agreement in effect as of the date hereof (including the Intercompany Allocation Agreement, any (and in accordance with the terms in effect as of) Tax Sharing Agreement and any amounts paid in respect of Shared Contracts, shared resources or office space allocated consistent with past practice to the use of such Shared Contracts, shared

resources or office space by the Company and its Subsidiaries with respect to their businesses);

(iii) (A) any retention or other similar amounts paid or committed to be paid to any Person (including, for the avoidance of doubt, any Persons that were designated to be Business Employees) between March 31, 2024 and the Closing Date, (B) any severance or similar amounts paid or committed to be paid to any Person (including, for the avoidance of doubt, any Persons that were designated to be Business Employees) between March 31, 2024 and the Closing Date to Persons that were terminated in breach of Section 4.1(b)(iv), (C) such amounts that are in excess of the severance amounts required to be paid pursuant to the Company's or its applicable Subsidiary's severance policy plus subsidized COBRA plus a pro rata portion of such Person's target bonus for the calendar year in which such Person was terminated and (D) such amounts that are in excess of $2.5 million in the aggregate;

(iv) waiver or release of any amounts owed to the Company or any of its Subsidiaries by Seller or any of its Subsidiaries (other than the Company and its Subsidiaries) between March 31, 2024 and the Closing Date, other than to the extent necessary to offset set amounts owed by the Company or any of its Subsidiaries to Seller or any of its Subsidiaries (other than the Company and its Subsidiaries);

(v) management, monitoring, advisory, supervisory or other fee, bonus or payment of a similar nature paid to or paid, accrued or assumed for the benefit of Seller or its Subsidiaries (other than the Company and its Subsidiaries) or any of their respective employees, officers, advisors or consultants between March 31, 2024 and the Closing Date;

(vi) any Indebtedness or deferred or contingent liabilities of the Company or its Subsidiaries to the extent incurred in violation of Section 4.1;

(vii) any amounts paid or incurred by the Company or any of its Subsidiaries that should have been paid or incurred by Seller or any of its Affiliates (other than the Company and its Subsidiaries) pursuant to Section 9.4;

(viii) any amounts paid pursuant to any long-term incentive equity plan of Seller or any Subsidiary, in each case, in excess of the amounts set forth on Section 8.2(d) of the Seller Disclosure Letter, except for any costs arising from the acceleration of Seller RSU Awards, Seller PSU Awards and AUK LTIP Awards; or

(ix) any payment or amount due to financial advisors or brokers, or legal, accounting, tax or other advisors or consultants of the Company or any of its

Subsidiaries in connection with negotiating and consummating this Agreement, the Ancillary Agreements and transactions contemplated hereby and thereby.

"Company Securities" has the meaning set forth in Section 2.4(b).

"Condition" has the meaning set forth in the definition of "Burdensome Condition".

"Condition Satisfaction" has the meaning set forth in Section 1.3.

"Confidentiality Agreement" has the meaning set forth in Section 4.2(d).

"Consolidated or Combined Return" means any Tax Return that is filed or required to be filed and that includes the Company and one or more of its Subsidiaries, on the one hand, and one or more members of Seller and its Affiliates (other than the Company or any of its Subsidiaries), on the other hand.

"Continuing Business Employees" has the meaning set forth in Section 4.6(e).

"Contract" means, with respect to any Person, any written or oral agreement, contract, commitment, obligation, undertaking, instrument, lease, sublease, license, sublicense or arrangement, in each case, including all applicable amendments, extensions, renewals and guaranties, to which such Person is a party or by which such Person's assets or properties are bound.

"Control Persons" has the meaning set forth in Section 4.3(a).

"Current Representation" has the meaning set forth in Section 9.13(a).

"Designated Person" has the meaning set forth in Section 9.13(a).

"End Date" has the meaning set forth in Section 7.1(b)(i).

"Enforceability Exceptions" has the meaning set forth in Section 2.2(a).

"Environmental Law" means any Law regulating or relating to the protection of natural resources or the environment, human health or safety (as it relates to Hazardous Materials) or pollution.

"Equity Commitment Letter" has the meaning set forth in the Recitals.

"Equity Financing" means the equity financing contemplated by the Equity Commitment Letter.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" has the meaning set forth in Section 2.15(c).

"Exchange Act" means the Securities Exchange Act of 1934, as amended;

"FCA" means the U.K. Financial Conduct Authority or any successor organization.

"Final Closing Benefits Accounts" has the meaning set forth in Section 1.2(d)(iii).

"Final Closing Statement" has the meaning set forth in Section 1.2(c)(ii).

"Final Resolution" means, with respect to a matter set forth on Section 8.1(a) or Section 8.1(b) of the Seller Disclosure Letter, either (a) a binding and non-appealable court or arbitration decision which fully and finally resolves the matter or (b) a settlement which fully and finally resolves the matter.

"Financial Statements" means the GAAP Financial Statements and the Statutory Statements.

"First Adjustment" means if there is a Final Resolution with respect to the matter set forth on Section 8.1(a) of the Seller Disclosure Letter (the "First Specified Matter") prior to the Closing that results in the Company or any of its Subsidiaries making or committing to make aggregate payments to third parties of less than the amount set forth on Section 8.1(c) of the Seller Disclosure Letter in connection therewith (the "First Specified Matter Amount"), a positive amount in accordance with the formula set forth on Section 8.1(c) of the Seller Disclosure Letter.

"First Specified Matter" has the meaning set forth in the definition of First Adjustment.

"Fiscal Agency Agreement" means the Fiscal Agency Agreement, by and between the Company and the Bank New York Mellon, dated as of June 7, 2010 as amended on October 3, 2014.

"Fraud" means actual common law fraud in respect of the representations and warranties made by Seller in Article 2, if (a) Seller had the specific intent to deceive Buyer and (b) the other elements of common law fraud under Delaware Law are satisfied; provided that "Fraud" shall not include any fraud claim based on constructive knowledge, negligent misrepresentation or a similar theory.

"FSMA" means the U.K. Financial Services and Markets Act 2000, as amended.

"Fundamental Representations" means the representations and warranties in Section 2.1 (Corporate Status), Section 2.2 (Corporate and Governmental Authorization), Section 2.3 (Non-Contravention) (other than the representations and warranties in Section 2.3 with respect to Material Contracts and Permits), Section 2.4 (Capitalization; Title to Shares) and the last sentence of Section 2.12 (Litigation).

"GAAP" has the meaning set forth in Section 2.6(a).

"GAAP Financial Statements" has the meaning set forth in Section 2.6(a).

"Governmental Approval" means any consent, approval, license, permit, order, qualification, authorization of, or registration, waiver or other action by, or any filing with or notification to, any Governmental Authority.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any court, tribunal or arbitrator or arbitral body (public or private) and any self-regulatory organization.

"Governmental Order" means any binding and enforceable order, ruling, subpoena, verdict, writ, judgment, injunction, restriction, decree, stipulation, determination, direction or award of, by or with any Governmental Authority.

"Hazardous Materials" means (a) petroleum products or byproducts, asbestos or asbestos-containing materials, lead-based paint, per- and polyfluoroalkyl substances, polychlorinated biphenyls, noise, odor, mold, radon or radiation and (b) any other materials, substances or wastes that are regulated by, or for which liability or standards of conduct may be imposed pursuant to, any Environmental Law.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Indebtedness" means, with respect to a Person, without duplication, (a) all indebtedness for borrowed money, (b) all seller notes or other indebtedness for the deferred purchase price of property or services (including "earn out," purchase price adjustment or similar obligations, in each case, computed as if all the criteria and other conditions thereof were satisfied); (c) all obligations evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations under leases that have been or should be, in accordance with GAAP (determined prior to

Accounting Standards Codification 842), characterized as capital leases, or under operating leases to the extent the use of such leased property does not benefit, or is not used by, the business of the Company and its Subsidiaries after the Closing, (f) all reimbursement, payment or similar obligations, contingent or otherwise, under acceptance, letter of credit or similar facilities to the extent drawn, (g) the portion allocated to Seller under the Intercompany Allocation Agreement of any salary, bonus, commission, incentive, severance, or other similar obligations that are credited or accrued and unpaid as of the Closing with respect to any Person other than a Business Employee, including the employer portion of any applicable FICA, state, local or foreign withholding, payroll, social security, unemployment or similar Taxes due with respect to any such payments described in this clause (g), but without duplication of any responsibility of Buyer and its Affiliates, including, as of the Closing, the Company and its Subsidiaries, under Section 4.6; (h) any unfunded or underfunded pension or pension-like liabilities or obligations and any unfunded or underfunded post-retirement and post-employment benefits, liabilities or obligations and any obligations and liabilities in respect of any unfunded or underfunded nonqualified deferred compensation plan, programs, agreements or arrangements, including the employer portion of any applicable FICA, state, local or foreign withholding, payroll, social security, unemployment or similar Taxes due with respect to any such payments described in this clause (h); and (i) any liability of others described in clauses (a) through (h) above that the Person has guaranteed or that is otherwise its legal liability; and (j) all interest (accrued and unpaid), premiums, penalties, indemnities, fees, expenses, breakage costs required to be paid or offered in respect of any of the foregoing. For avoidance of doubt, Indebtedness shall not include Insurance Contracts.

"Independent Accountant" means a nationally-recognized independent public accounting firm as agreed upon by Seller and Buyer.

"Insurance Companies" means the Company and AUK.

"Insurance Contracts" means all insurance policies and contracts, Insured Cash Flow Securities, credit default swaps, interest rate swaps, surety bonds, financial guarantees and similar instruments and agreement, together with all binders, slips, certificates, endorsements, cover notes, amendments, riders, novation agreements, commutation agreements, swap confirmations, termination agreements, guaranty agreements, payment or reimbursement agreements, settlement agreements, Governmental Orders, undertakings and any other agreements or documents that are ancillary thereto or otherwise related to the liabilities of or due to the Company or its Subsidiaries in respect of the foregoing, in each case, issued, assumed, written, underwritten or entered into by or to the Company or any of its Subsidiaries (or any entity to which the Company or any such Subsidiary is a successor in interest) or by or to which the Company or any of its Subsidiaries (or any entity to which the Company or any such Subsidiary is a successor in interest) is subject prior to the Closing.

"Insurance Regulator" means, with respect to any jurisdiction, the Governmental Authority charged with the supervision of insurance companies in such jurisdiction.

"Insured Cash Flow Securities" or "ICFs" means insured cash flow securities, swaps and similar instruments and agreements related to the synthetic commutation of certain insurance liabilities of the Company and its Subsidiaries and which are designed to effectively decrease or in substance commute the Company or its Subsidiaries' exposure with respect to such liabilities.

"Intellectual Property" means all of the following to the full extent recognized under Law in any jurisdiction: (a) patents and patent applications, (b) trademarks, trade names, designs, logos, trade dress, internet domain names, service marks, and other indicia of origin, whether registered or unregistered, all registrations and pending applications for registration of the same, and all goodwill associated with any of the foregoing ("Trademarks"), (c) copyrights, whether registered or unregistered, all registrations and pending applications for registration of the same, and all other rights in works of authorship, (d) trade secrets and other similar rights, to the extent protectable under applicable Laws, in any confidential information (including inventions, discoveries and invention disclosures (whether or not patented), methods, strategies, know-how, documentation, techniques, data, databases, algorithms, software architectures or processes), (e) rights in software, and (f) any and all other intellectual property rights under applicable Laws.

"Intercompany Account" means any intercompany account balance outstanding or any loans, notes, advances, receivables, payables or other obligations as of immediately prior to the Closing Date between (a) the Company or any of its Subsidiaries, on the one hand, and (b) Seller or any of its Affiliates (other than the Company or any of its Subsidiaries), on the other hand.

"Intercompany Agreements" has the meaning set forth in Section 2.20.

"Intercompany Allocation Agreement" has the meaning set forth in Section 4.6(i).

"Interim Asset Allocation Guidelines" means the investment and asset allocation guidelines set forth on Annex A.

"Investment Assets" means all investment assets owned by, or held in trust for the benefit of, the Company or any of its Subsidiaries, including bonds, notes, debentures, mortgage loans, collateral loans and all other instruments of indebtedness, stocks, partnership or joint venture interests and all other equity interests, certificates issued by or interests in trusts, derivatives or other assets acquired for investment or hedging purposes.

"Investment Guidelines" has the meaning set forth in Section 2.25(b).

"Investor Rights Agreement" is the investor rights agreement substantially in the form attached hereto as Exhibit D.

"IRS" means the Internal Revenue Service.

"IT Systems" means the hardware, software, data communication lines, network and telecommunications equipment, internet-related information technology infrastructure, wide area network and other information technology equipment, owned, leased, licensed or controlled by the Company or any of its Subsidiaries, but, for clarity, not any Intellectual Property covering the foregoing.

"Knowledge" means the actual knowledge, as of the date hereof, of the Persons specified (a) with respect to Seller, in Section 8.3 of the Seller Disclosure Letter and (b) with respect to Buyer, in Section 8.3 of the Buyer Disclosure Letter.

"KPMG" means KPMG, LLP.

"Labor Agreement" has the meaning set forth in Section 2.9(a)(xi).

"Laws" has the meaning set forth in Section 2.13(a).

"Leased Real Property" has the meaning set forth in Section 2.10(c).

"Leases" has the meaning set forth in Section 2.10(c).

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, lease, license, encumbrance or other adverse claim of any kind in respect of such property or asset.

"Litigation" means any action, cease and desist letter, demand, suit, arbitration proceeding, administrative or regulatory proceeding, citation, summons or subpoena of any nature, civil, criminal, regulatory inspection, investigation, supervisory, disciplinary, enforcement or other proceeding, in law or in equity.

"Losses" means losses, liabilities, claims, damages, judgments, settlements, fines, penalties or expenses (including reasonable and documented out-of-pocket legal fees and expenses).

"Material Adverse Effect" means any material adverse change in, or effect on, (i) the assets, business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole or (ii) the ability of Seller to timely perform its obligations hereunder or consummate the transactions contemplated by this Agreement or the Ancillary Agreements; provided that, in the case of clause (i), any such change or effect resulting from any of the following, individually or in the aggregate, shall not be considered when determining whether a Material Adverse Effect has occurred: (a) any

change, development, event or occurrence after the date hereof arising out of or relating to economic conditions generally or capital and financial markets generally, including changes in interest or exchange rates and corresponding changes in the value of the Investment Assets of the Company or any of its Subsidiaries, (b) any change, development, event or occurrence after the date hereof affecting the financial guaranty insurance industry in which the Company or any of its Subsidiaries operates or in which products of the Company or any of its Subsidiaries are used or distributed, (c) any change in Laws, GAAP, SAP or the enforcement or interpretation thereof, applicable to the Company or any of its Subsidiaries, (d) conditions in jurisdictions in which the Company or any of its Subsidiaries operates, including political conditions generally, hostilities, acts of war (whether or not declared), sabotage, terrorism or military actions, or any escalation or worsening of any of the foregoing, (e) any change resulting from the negotiation, execution, announcement or consummation of the transactions contemplated by, or the performance of obligations under, this Agreement, including any such change relating to the identity of, or facts and circumstances relating to, Buyer and including any actions by customers, suppliers or personnel, (f) any action taken by Buyer and any of its Affiliates or Representatives, (g) any change (or threatened change) in the credit, financial strength or other ratings (other than the facts underlying any such change) of Seller or any of its respective Affiliates, including the Company and its Subsidiaries, (h) any hurricane, flood, tornado, earthquake or other natural disaster, man-made disaster or any other force majeure event or (i) the failure of the Company and its Subsidiaries to achieve any earnings, premiums written, or other financial projections or forecasts (provided, that this clause (i) shall not prevent a determination that any change, event, circumstance, fact or development underlying such failure to meet projections or forecasts has resulted in a Material Adverse Effect); provided, further, that any change, event, circumstance, fact or development with respect to clauses (a), (b), (c), (d) and (h) shall be taken into account in determining whether a "Material Adverse Effect" has occurred to the extent that such change, event, circumstance, fact or development has a disproportionately adverse affect on the Company and its Subsidiaries, taken as a whole, relative to other participants in the financial guaranty insurance industry.

"Material Contract" has the meaning set forth in Section 2.9(b).

"Material Reinsurance Agreements" has the meaning set forth in Section 2.21.

"Misdirected Item" has the meaning set forth in Section 4.17.

"Moelis" has the meaning set forth in Section 2.19.

"New Benefit Plans" has the meaning set forth in Section 4.6(g).

"Non-U.S. Benefit Plans" has the meaning set forth in Section 2.15(f).

"Notice of Disagreement" has the meaning set forth in Section 1.2(c)(i).

"Old Benefit Plans" has the meaning set forth in Section 4.6(g).

"Organizational Documents" means the articles of incorporation, certificate of incorporation, charter, by-laws, articles of formation, certificate of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement, certificate of trust, trust agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a Person, including any amendments thereto.

"Outstanding AMPS" has the meaning set forth in Section 2.4(a).

"Owned Intellectual Property" has the meaning set forth in Section 2.11(a).

"Owned Real Property" has the meaning set forth in Section 2.10(b).

"PEO Plan" has the meaning set forth in Section 4.6(b).

"PEO 401(k) Plan" has the meaning set forth in Section 4.6(k).

"Permits" has the meaning set forth in Section 2.13(b).

"Permitted Liens" means each of the following: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP, (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, repairmen and other similar Liens imposed by Laws for amounts not yet due and payable, (c) Liens incurred or deposits made in the ordinary course of business consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security, (d) easements, rights of way, covenants, restrictions and other similar Liens not materially interfering with the ordinary conduct of business as presently used, (e) Liens created by any landlord that affect the underlying fee interest of any Leased Real Property, (f) zoning, building and other generally applicable land use restrictions, which are not violated by the current use and occupancy of any real property, (g) Buyer Liens, (h) limitations on the rights of the Company or any of its Subsidiaries under any Material Contract that are expressly set forth in such contract, (i) any Lien arising under a conditional sales contract or equipment lease with a third party, (j) any Lien that is disclosed in any section of the Seller Disclosure Letter or the Buyer Disclosure Letter, as applicable, (k) any Lien arising from any act of Buyer or any of its Affiliates (with respect to an asset of Seller or any of its Affiliates), (l) with respect to Investment Assets, broker Liens and Liens in connection with securities lending transactions and repurchase agreements, in each case, created in the ordinary course of business consistent with past practice, (m) nonexclusive licenses to Intellectual Property executed in the ordinary

course of business, and (n) Liens granted in connection with the Insured Cash Flow Securities existing as of the date hereof or entered into without violating Section 4.1.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Personal Information" means any information that identifies or is reasonably capable of being associated with an individual person or device, including such information (i) that identifies or could reasonably be used to identify an individual, or (ii) that is otherwise defined as "personal information," "personal data," or similar term under applicable Laws.

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date and, with respect to a Tax period that begins on or before the Closing Date and ends thereafter, the portion of such Tax period beginning after the Closing Date.

"PRA" means the U.K. Prudential Regulation Authority or any successor organization.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and, with respect to a Tax period that begins on or before the Closing Date and ends thereafter, the portion of such Tax period ending at the completion of the Closing Date.

"Preliminary Benefits Accounts" has the meaning set forth in Section 1.2(b).

"Proxy Statement" means a proxy statement relating to the Seller Shareholders Meeting (as amended or supplemented from time to time).

"Prudential Requirements" means the rules and guidance of the PRA and FCA relating to the capital adequacy and financial resources required to be maintained by AUK (including but not limited to the Threshold Conditions (as defined in Schedule 6 to FSMA (Threshold conditions)), PRA Fundamental Rule 4 and FCA Principle 4 and the proper timely calculation and disclosure of the SCR (as defined in the FCA handbook) and the maintenance of own funds in excess of the SCR from time to time).

"Purchase Price" has the meaning set forth in Section 1.2.

"Reinsurance Agreements" has the meaning set forth in Section 2.21.

"Representatives" has the meaning set forth in Section 4.12(a).

"Required Shareholder Approval" has the meaning set forth in Section 2.2(c).

"Resolution Period" has the meaning set forth in Section 1.2(c)(ii).

"Review Period" has the meaning set forth in Section 1.2(c)(i).

"Sanctioned Country" means any country or region or government thereof that is, or has been in the last five years, the subject or target of a comprehensive embargo under Trade Controls (including Cuba, Iran, North Korea, Syria, Venezuela, the Crimea region of Ukraine, the so-called "Donetsk People's Republic," and the so-called "Luhansk People's Republic").

"Sanctioned Person" means any Person that is the subject or target of sanctions or restrictions under Trade Controls including: (i) any Person listed on any U.S. or non-U.S. sanctions- or export-related restricted party list, including the U.S. Department of the Treasury Office of Foreign Assets Control's ("OFAC") List of Specially Designated Nationals and Blocked Persons, or any other OFAC, U.S. Department of Commerce Bureau of Industry and Security, or U.S. Department of State sanctions- or export-related restricted party list; (ii) any Person located, organized, or resident in a Sanctioned Country; (iii) any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by a Person or Persons described in clauses (i)-(ii); or (iv) any national of a Sanctioned Country with whom U.S. persons are prohibited from dealing.

"Sanctions" means all U.S. and non-U.S. Laws relating to economic or trade sanctions, including the Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State) and the United Nations Security Council.

"SAP" means the statutory accounting principles and practices prescribed or permitted by the Wisconsin Office of the Commissioner of Insurance, as in effect at the relevant time.

"SEC" means the Securities and Exchange Commission.

"Second Adjustment" means, (a) if there is a Final Resolution with respect to the matter set forth on Section 8.1(b) of the Seller Disclosure Letter (the "Second Specified Matter") prior to the Closing and such Final Resolution results in the Company actually receiving prior to the Closing Date aggregate payments in excess of any amounts already taken into account as an asset with respect to such matter on the Company's balance sheet set forth in the GAAP Financial Statements as of the March 31, 2024, a positive amount, if any, equal to 2/3rd of the amount of such excess and (b) otherwise, zero ($0).

"Second Specified Matter" has the meaning set forth in the definition of Second Adjustment.

"Securities Act" means the Securities Act of 1933, as amended.

"Seller" has the meaning set forth in the Preamble.

"Seller Benefit Plan" and "Seller Benefit Plans" have the meanings set forth in Section 2.15(a).

"Seller Board" means the board of directors of Seller.

"Seller Board Recommendation" has the meaning set forth in the Recitals.

"Seller Disclosure Letter" means the letter, dated as of the date hereof, delivered by Seller to Buyer prior to the execution of this Agreement and identified as the Seller Disclosure Letter.

"Seller Equity Plan" means the Ambac Financial Group, Inc. 2020 Incentive Compensation Plan.

"Seller Legal Counsel" has the meaning set forth in Section 9.13(a).

"Seller PSU Award" means a grant of performance stock units by Seller pursuant to the Seller Equity Plan.

"Seller Related Parties" has the meaning set forth in Section 7.3(e).

"Seller RSU Award" means a grant of restricted stock units by Seller pursuant to the Seller Equity Plan.

"Seller Shareholders Meeting" has the meaning set forth in Section 4.13(b).

"Seller Taxes" means any Taxes (i) for which the Company or any of its Subsidiaries is liable pursuant to Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. income Tax Law) as a result of the Company or such Subsidiary having been, prior to the Closing, a member of an affiliated, consolidated, combined, unitary or similar Tax group, or (ii) imposed on the Company or any of its Subsidiaries as a transferee or successor, which Taxes relate to an event or transaction occurring prior to the Closing.

"Settlement Agreement" has the meaning set forth in Section 4.19.

"Shared Contract" means any contract pursuant to which a third party provides material services or benefits to Seller or one or more of its Affiliates (including the Company and its Subsidiaries) in respect of both the business of the Company and its Subsidiaries and any other business of Seller and its Affiliates (other than the Company and its Subsidiaries).

"Shares" has the meaning set forth in the Recitals.

"Solvent" has the meaning set forth in Section 2.29 and Section 3.8, as applicable.

"Specified Matters" means the matters set forth on Section 8.1(a) and Section 8.1(b) of the Seller Disclosure Letter.

"Sponsor" means Oaktree Opportunities Fund XII Holdings (Delaware), L.P., a Delaware limited partnership.

"Statutory Statements" has the meaning set forth in Section 2.6(b).

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests (a) having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions or (b) representing more than fifty percent (50%) of such securities or ownership interests are at the time directly or indirectly owned by such Person.

"Subsidiary Securities" has the meaning set forth in Section 2.5(b).

"Superior Proposal" means a Company Acquisition Proposal from any Person (other than Buyer and its Subsidiaries) (with all reference to "15%" in the definition of "Company Acquisition Proposal" deemed to be references to "50%") that did not result from a breach of Section 4.12 and which the Seller Board determines in good faith, after consultation with Seller's outside financial advisors and outside legal counsel that, if consummated, would result in a transaction more favorable to the stockholders of Seller (solely in their capacity as such) from a financial point of view, taking into account, among other things, all legal, financial, regulatory and other aspects of the proposal and the identity of the person making the proposal (including certainty of closing, any termination or break-up fees and conditions to consummation) that the Seller Board deems relevant, than the transactions contemplated by this Agreement taking into account any changes to the terms of this Agreement proposed by Buyer to Seller in response to such Company Acquisition Proposal pursuant to pursuant to Section 4.12(e).

"Surplus Notes" means the 5.1% Surplus Notes due June 7, 2020 issued by the Company pursuant to the Fiscal Agency Agreement.

"Tax" means (i) any federal, state, local or foreign income, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, profits, windfall profits, gross receipts, sales, use, value added, transfer, registration, stamp, premium, excise, customs duties, severance, environmental, real property, personal property, ad valorem, occupancy, license, occupation, employment, payroll, social security, disability, unemployment, workers' compensation, withholding, estimated or other similar tax, duty, fee, assessment, escheat, unclaimed property or other governmental charge or deficiencies thereof (including all interest and penalties thereon and additions thereto), (ii) any liability for or in respect of the payment of any amount of a type described in clauses (i) as a result of being a member of an affiliated, combined, consolidated, unitary or other group for Tax purposes; and (iii) any liability for or in

respect of the payment of any amount of a type described in clauses (i) or (ii) by reason of transferee or successor liability, contract, assumption or operation of Law.

"Tax Return" means any federal, state, local or foreign tax return, declaration, statement, report, schedule, form or information return or any amendment to any of the foregoing relating to Taxes, including any schedule or attachment thereto.

"Tax Sharing Agreement" has the meaning set forth in Section 5.5.

"Termination Fee" has the meaning set forth in Section 7.3(a).

"Third-Party Consent" means any approval, authorization, consent, license or permission of, or waiver or other action by, or notification to, any third party (other than a Governmental Authority or an Affiliate of either Seller or Buyer).

"Transition Services Agreement" means the agreement, contemplated by Transition Services Agreement Term Sheet, pursuant to which Seller will provide to the Company and its Subsidiaries, and the Company and its Subsidiaries will provide to Seller, certain services on a transitional basis after the Closing

"Transition Services Agreement Term Sheet" means that certain Transition Services Agreement Term Sheet attached hereto as Exhibit B.

"Treasury Regulations" means the regulations prescribed under the Code.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar state or local Law.

"Warrant" has the meaning set forth in the Recitals.

"Willful Breach" means an intentional and willful material breach, or an intentional and willful material failure to perform, in each case that is the consequence of an act or omission by or on behalf of the breaching party with the actual knowledge that the taking of such act or failure to take such act would cause a material breach of this Agreement.

Section 8.2 Construction. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "party" or "parties" shall refer to parties to this Agreement. The phrase "materially impairs the aggregate economic benefits" in clause (b) of the definition of "Burdensome Condition", solely as it relates to any Condition on an agreement listed on Schedule 8.1, shall not take into consideration any modification, amendment or deviation relating to or arising out of (a) a term or absence thereof that, individually or in the aggregate when taken together with all other terms of the agreements governing, related to or arising out of the transactions

contemplated by this Agreement (i) does not comply with the requirements of Section 617.21 of the Wisconsin Insurance Law or (ii) is not proposed to be on customary and arm's length terms, and customary for the similar types of agreements regularly entered into in connection with acquisitions of other insurance businesses similarly situated from a financial and regulatory perspective to that of the Company or (b) a term or absence thereof that, in the aggregate when taken together with all other terms of the agreements governing, related to or arising out of the transactions contemplated by this Agreement, impairs or would reasonably be expected to impair the financial condition, business, assets or results of operations of the Company compared to the financial condition, business, assets or results of operations of the Company immediately prior to the date of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections and Exhibits are to Articles, Section and Exhibits of this Agreement unless otherwise specified. All Exhibits, Schedules and Disclosure Letters annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized term used in any Exhibit, Schedule or Disclosure Letter but not otherwise defined therein shall have the meaning given to such term in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Any reference to "days" means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. Each representation and warranty in this Agreement is given independent effect so that if a particular representation and warranty proves to be incorrect or is breached, the fact that another representation and warranty concerning the same or similar subject matter is correct or is not breached, whether such other representation and warranty is more general or more specific, narrower or broader or otherwise, will not affect the incorrectness or breach of such particular representation and warranty.

ARTICLE 9

Miscellaneous

Section 9.1 Non-Survival of Representations, Warranties and Covenants. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants or agreements, shall survive the Closing, except for (a) the parties' obligations under Section 1.2(b)-(c), Section 4.18(a), Section 4.19, Section 5.6, and as contemplated by the last sentence of Section 7.2, (b) those covenants or agreements contained herein that by their terms apply to or are to be performed in whole or in part after the Closing and (c) this Article 9.

Section 9.2 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including e-mail transmission) and shall be given:

if to Buyer,

American Acorn Corporation
c/o Oaktree Capital Management, L.P.
333 S. Grand Ave., 28th Floor
Los Angeles, CA 90071
Email: jmikes@oaktreecapital.com; gshare@oaktreecapital.com;
pgeorge@oaktreecapital.com
Telephone: (213) 830-6300
Attention: Jordan Mikes; Greg Share; Patrick George

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
2049 Century Park East, Suite 3700
Attention: Hamed Meshki, P.C.
Email: hmeshki@kirkland.com;
Telephone: (213) 680-8360

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Rajab Abbassi, P.C.
Kimberly Meng Han

Email: rajab.abbassi@kirkland.com;

kimberly.han@kirkland.com

Telephone: (212) 446-4741
(212) 898-5324

if to Seller,

Ambac Financial Group, Inc.
One World Trade Center, 41st Floor
New York, NY 10007
Email: legalnotices@ambac.com
Telephone: 212-668-0340
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, New York 10001
Attention: Nicholas F. Potter
Kristen A. Matthews
Steven J. Slutzky
Eric T. Juergens

Telephone: (212) 909-6459
(212) 909-6113
(212) 909-6036
(212) 909-6301

Email: nfpotter@debevoise.com
kamatthews@debevoise.com
sjslutzky@debevoise.com
etjuergens@debevoise.com

or such other address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

Section 9.3 Amendment; Waivers, etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the

amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

Section 9.4 Expenses. Except as otherwise provided herein, all costs, fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby, whether or not consummated, shall be paid by the party incurring such cost or expense. For the avoidance of doubt, all costs, fees and expenses incurred by Seller and its Affiliates prior to the Closing (including the Company and its Subsidiaries) in connection with this Agreement and the transactions contemplated hereby shall be paid solely by Seller and not by the Company or any of its Subsidiaries.

Section 9.5 Governing Law, etc.

(a) THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. Buyer and Seller hereby irrevocably submit to the jurisdiction of the federal courts for the Southern District of New York, and appellate courts having jurisdiction of appeals from such courts, solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby. Each of Buyer and Seller irrevocably agrees that all claims in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby, or with respect to any such action or proceeding, shall be heard and determined in such a New York federal court, and that such jurisdiction of such courts with respect thereto shall be exclusive, except solely to the extent that all such courts shall lawfully decline to exercise such jurisdiction. Each of Buyer and Seller hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that it is not subject to such jurisdiction. Each of Buyer and Seller hereby waives, and agrees not to assert, to the maximum extent permitted by Law, as a defense in any action, suit or proceeding for the interpretation or enforcement

hereof or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. Buyer and Seller hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.2 or in such other manner as may be permitted by Law, shall be valid and sufficient service thereof.

(b) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns; provided, that this Agreement shall not be assignable or otherwise transferable by any party without the prior written consent of the other party.

Section 9.7 Entire Agreement. This Agreement, the Ancillary Agreements (when executed and delivered) and the Confidentiality Agreement (in each case, including all exhibits and schedules hereto and thereto) constitute the entire agreement and supersede all prior agreements, understandings and representations, both written and oral, between the parties with respect to the subject matter hereof.

Section 9.8 Severability. If any provision, including any phrase, sentence, clause, section or subsection of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon any such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 9.9 Counterparts; Effectiveness; Third-Party Beneficiaries. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Until and unless each party has received a counterpart hereof signed by the other party, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or

written agreement or other communication). Except as provided under Section 4.10, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties and their respective successors and assigns.

Section 9.10 Reserves. Notwithstanding anything to the contrary in this Agreement, neither Seller nor any of its Affiliates makes any representation or warranty with respect to, and nothing contained in this Agreement or in any other agreement, document or instrument to be delivered in connection with the transactions contemplated hereby is intended or shall be construed to be a representation or warranty (express or implied) of Seller or any of its Affiliates, for any purpose of this Agreement or any other agreement, document or instrument to be delivered in connection with the transactions contemplated hereby or thereby, with respect to the adequacy or sufficiency of the reserves of the Company and its Subsidiaries or the future profitability of the Company and its Subsidiaries.

Section 9.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court specified in Section 9.5, in addition to any other remedy to which they are entitled at law or in equity. The parties hereby waive, in any action for specific performance, the defense of adequacy of a remedy at law and the posting of any bond or other security in connection therewith. Notwithstanding the foregoing or any other provisions of this Agreement to the contrary, it is explicitly agreed that Seller shall be entitled to seek an injunction or injunctions or specific performance to enforce Buyer's obligations to cause the Equity Financing to occur and to complete the Closing on the terms and conditions set forth in this Agreement if and only if (a) all of the conditions set forth in Sections 6.1 and 6.2 have been and remain satisfied or waived (other than those conditions which by their nature can only be satisfied at the Closing, but which conditions would be satisfied if the Closing were to occur), (b) Seller has delivered to Buyer a writing irrevocably confirming that as of the date on which the Closing should have occurred pursuant to Section 1.3, (i) all conditions set forth in Section 9.3 were satisfied, and all such conditions remain satisfied as of the date of the certification, or that Seller is irrevocably waiving any unsatisfied conditions in Section 6.3, (ii) Seller was ready, willing and able to consummate the Closing on the terms set forth in this Agreement on such date, and (iii) Seller will consummate the Closing if specific performance is granted and the Equity Financing is funded, and (c) Seller remains ready, willing and able to cause the Closing to occur.

Section 9.12 Disclosure Letters. Any disclosure set forth in the Seller Disclosure Letter or Buyer Disclosure Letter with respect to any Section of this Agreement shall be deemed to be disclosed for purposes of other Sections of this

Agreement only to the extent that the applicability of the information disclosed to any such other Section of this Agreement is reasonably apparent on its face. Matters reflected in any Section of the Seller Disclosure Letter or the Buyer Disclosure Letter are not necessarily limited to matters required by this Agreement to be so reflected. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. No reference to or disclosure of any item or other matter in the Seller Disclosure Letter or the Buyer Disclosure Letter shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Agreement. Without limiting the foregoing, no such reference to or disclosure of a possible breach or violation of any contract, Laws or Governmental Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred.

Section 9.13 Waiver of Conflicts; Attorney-Client Privilege.

(a) Buyer (on behalf of itself and its controlled Affiliates) waives and will not assert, and agrees to cause the Company and its Subsidiaries to waive and not to assert, any conflict of interest arising out of or relating to the representation, after the Closing, of Seller or any of its Affiliates or any of their respective stockholders, officers, employees or directors (any such Person, a "Designated Person") in any matter involving this Agreement or any other agreements or transactions contemplated thereby, by any legal counsel (including internal counsel and Debevoise & Plimpton LLP, "Seller Legal Counsel") representing Seller, the Company, or any of its Subsidiaries in connection with this Agreement or any other agreements or transactions contemplated thereby (the "Current Representation"), including in any litigation or other dispute or proceeding between or among Buyer or its controlled Affiliates, the Company or any of its Subsidiaries, and any Designated Person, even though the interests of such Designated Person may be directly adverse to Buyer or its Affiliates or the Company and its Subsidiaries.

(b) Buyer (on behalf of itself and its controlled Affiliates) acknowledges that all rights applicable to any attorney-client privileged communications between Seller Legal Counsel in connection with the Current Representation (the "Privileged Communications") shall be retained solely by Seller (and not the Company and its Subsidiaries) and agrees that it will not, and will cause the Company and its Subsidiaries not to, assert any attorney-client privilege with respect to the Privileged Communications. Furthermore, Buyer will not, and will cause each of its controlled Affiliates (including, after Closing, the Company and its Subsidiaries) not to, use any Privileged Communications (or portion thereof) in a manner adverse to Seller or any of its Affiliates.

(c) Accordingly, from and after the Closing, the Company and its Subsidiaries shall not have access to any Privileged Communications, or to the files of any Seller Legal Counsel in connection with the Current Representation to the extent related to the

Privileged Communications. Without limiting the generality of the foregoing, from and after the Closing, (i) Seller and its Affiliates shall be the sole holders of the attorney-client privilege with respect to the Current Representation, and the Company and its Subsidiaries shall not be holders thereof, and (ii) to the extent that files of Debevoise & Plimpton LLP or any other legal counsel currently representing any of the Company and its Subsidiaries in connection with the Current Representation (whether or not such legal counsel also represented Seller) constitute property of a client, only Seller and its Affiliates shall hold such property rights. Buyer (on behalf of itself and its controlled Affiliates) agrees that it would be impractical to remove all attorney-client communications from the records (including e-mails and other electronic files) of the Company and its Subsidiaries, and the failure to so remove such communications shall not be deemed to be a waiver of the attorney-client privilege with respect to such communications.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

AMBAC FINANCIAL GROUP, INC.

By _____
Claude LeBlanc
President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

AMERICAN ACORN CORPORATION

By _____
Name: Greg Share
Title: President

**Exhibit A**

**Form of Warrant**

**[Attached]**

# WARRANT

THIS WARRANT AND THE COMMON STOCK, IF ANY, ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY NON-U.S. OR STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER AGREES FOR THE BENEFIT OF AMBAC FINANCIAL GROUP, INC. (THE "COMPANY") THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED BELOW) EXCEPT:

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR

(C) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE "RESALE RESTRICTION TERMINATION DATE" MEANS THE LATER OF: (1) THE EARLIEST OF (A) THE DATE ON WHICH THIS SECURITY HAS BEEN SOLD PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT; (B) THE DATE ON WHICH THIS SECURITY HAS BEEN SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OR ANY SIMILAR PROVISION THEN IN FORCE UNDER THE SECURITIES ACT; AND (C) THE DATE ON WHICH THE HOLDER OF THIS SECURITY (X) HAS A "HOLDING PERIOD" (DETERMINED PURSUANT TO RULE 144(D) UNDER THE SECURITIES ACT) OF AT LEAST ONE YEAR (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AT SUCH TIME) AND (Y) IS NOT AN AFFILIATE OF THE COMPANY (AND HAS NOT BEEN AN AFFILIATE OF THE COMPANY DURING THE THREE MONTHS IMMEDIATELY PRECEDING); AND (2) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW. IN DETERMINING WHETHER THE HOLDER OF THIS SECURITY (X) HAS A "HOLDING PERIOD" (DETERMINED PURSUANT TO RULE 144(D) UNDER THE SECURITIES ACT) OF AT LEAST ONE YEAR (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AT SUCH TIME) OR (Y) IS AN AFFILIATE OF THE COMPANY (OR HAS BEEN AN AFFILIATE OF THE COMPANY DURING THE THREE MONTHS IMMEDIATELY PRECEDING), THE COMPANY RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF CUSTOMARY CERTIFICATIONS FROM THE HOLDER AND A CUSTOMARY LEGAL OPINION, ADDRESSED TO THE COMPANY.

THIS SECURITY IS SUBJECT TO RESTRICTIONS ON TRANSFER AS SET FORTH IN THE INVESTOR RIGHTS AGREEMENT, DATED AS OF [●], BY AND BETWEEN AMBAC FINANCIAL GROUP, INC. (THE "COMPANY") AND [OAKTREE ENTITY], a [●], AND THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH.

NOTWITHSTANDING THE FOREGOING, THIS WARRANT AND THE COMMON STOCK ISSUABLE UPON EXERCISE OF THIS WARRANT MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER SIMILAR ARRANGEMENT SECURED BY SUCH SECURITIES IN ACCORDANCE WITH THIS WARRANT.

Warrant Certificate No.: [●]

Original Issue Date: [●]

FOR VALUE RECEIVED, Ambac Financial Group, Inc., a Delaware corporation (the "**Company**"), hereby certifies that [OAKTREE ENTITY], a [●], or its registered assigns (the "**Holder**") is entitled to purchase from the Company [●][1] shares of duly authorized, validly issued, fully paid, and nonassessable Common Stock less the aggregate number of Common Stock previously issued from time to time as a result of any partial exercise of this Warrant in accordance with Section 3, at a purchase price per share of $18.50 (the "**Exercise Price**"), all subject to the terms, conditions, and adjustments set forth below in this Warrant. Certain capitalized terms used herein are defined in Section 1 hereof.

1. Definitions. As used in this Warrant, the following terms have the respective meanings set forth below:

"**Activist Investor**" means, as of any date of determination, any Person who has been identified as an activist investor on the most-recently available "SharkWatch 50" list or, in the event that the "SharkWatch 50" list is no longer published, on a substantially similar reputable published list of the most prominent activist investors regularly relied on or cited to by industry associations, public authorities or proxy advisors in the context of activism activities, or any controlled Affiliate of such Persons.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. Notwithstanding the foregoing, for the purposes of this Agreement, the term "Affiliate," as it relates to Investor, shall exclude Brookfield Asset Management Inc. and its Affiliates that are not also Affiliates of Investor by virtue of being directly or indirectly controlled by Oaktree Capital Management, L.P. and, for the avoidance of doubt, shall exclude any investor in such entity or beneficial owner of such entity's equity securities or those of any Person that controls such entity, and any portfolio company, limited partner, investor or similar Person of any of the foregoing.

[1] To be 9.9% of the fully diluted outstanding shares of Ambac common stock as of March 31, 2024 pro forma for the issuance of this Warrant.

"**Aggregate Exercise Price**" means an amount equal to the product of (a) the number of Warrant Shares in respect of which this Warrant is then being exercised pursuant to Section 3 hereof, multiplied by (b) the Exercise Price.

"**Board**" means the board of directors of the Company.

"**Business Day**" means any day that is not (a) a Saturday, (b) a Sunday or (c) any other day on which commercial banks are authorized or required by laws to be closed in the City of New York.

"**Common Stock**" means the shares of common stock, par value $0.01 per share, of the Company, and any capital stock into which such Common Stock shall have been converted, exchanged, or reclassified following the date hereof.

"**Company**" has the meaning set forth in the preamble.

"**Competitor**" means those Persons (other than funds, investment vehicles or other financial institutions (excluding regulated insurance companies) engaged in the business of investing) where their business primarily consists of specialty property and casualty insurance.

"**Exercise Date**" means, for any given exercise of this Warrant, the date on which the conditions to such exercise as set forth in Section 3 shall have been satisfied at or prior to 5:00 p.m., Eastern Time, on a Business Day, including, without limitation, the receipt by the Company of the Exercise Notice, the Warrant, and the Aggregate Exercise Price.

"**Exercise Notice**" has the meaning set forth in Section 3(a)(i).

"**Exercise Period**" has the meaning set forth in Section 2.

"**Exercise Price**" has the meaning set forth in the preamble.

"**Extraordinary Dividend**" has the meaning set forth in Section 4(d).

"**Fair Market Value**" means, as of any particular date: (a) the closing price of the Common Stock for such day on the primary U.S. securities exchange on which the Common Stock may at the time be listed; (b) if there have been no sales of the Common Stock on any such exchange on any such day, the average of the closing bid and asked prices for the Common Stock on such exchange at the end of such day; provided, that if the Common Stock is listed on any U.S. securities exchange, the term If at any time the Common Stock is not listed on any U.S. securities exchange, the "Fair Market Value" of the Common Stock shall be the fair market value per share as determined jointly by the Board and the Holder.

"**Holder**" has the meaning set forth in the preamble.

**Investor Rights Agreement**" means the Investor Rights Agreement, dated as of [●], 202[●], by and between the Company and the Holder.

"**Original Issue Date**" means [●], 202[●].

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Securities Act**" has the meaning set forth in Section 10(a).

"**Stock Purchase Agreement**" means the Stock Purchase Agreement, dated as of [●], 2024, by and between the Company and the Holder.

"**Subsidiary**" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at any time directly or indirectly owned by such Person.

"**Warrant**" means this Warrant and all warrants issued upon division or combination of, or in substitution for, this Warrant.

"**Warrant Shares**" means the Common Stock or other capital stock of the Company then purchasable upon exercise of this Warrant in accordance with the terms of this Warrant.

2. Term of Warrant. Subject to the terms and conditions hereof, at any time or from time to time after the date hereof and prior to 5:00 p.m., Eastern Time, on [●], 20[●][2] or, if such day is not a Business Day, on the immediately following Business Day (the "**Exercise Period**"), the Holder of this Warrant may exercise this Warrant for all or any part of the Warrant Shares purchasable hereunder (subject to adjustment as provided herein).

3. Exercise of Warrant.

(a) *Exercise Procedure*. This Warrant may be exercised from time to time on any Business Day during the Exercise Period, for all or any part of the unexercised Warrant Shares, upon:

(i) surrender of this Warrant to the Company at its then principal executive offices (or an indemnification undertaking with respect to this Warrant in the case of its loss, theft, or destruction), together with an Exercise Notice in the form attached hereto as **Exhibit A** (each, an "**Exercise Notice**"), duly completed (including specifying the number of Warrant Shares to be purchased) and executed; and

[2] To be the six year and six month anniversary of the closing date.

(ii) payment to the Company of the Aggregate Exercise Price in accordance with Section 3(b).

(b) *Payment of the Aggregate Exercise Price*. Payment of the Aggregate Exercise Price shall be made, at the option of the Company by the following methods:

(i) by delivery to the Company of a certified or official bank check payable to the order of the Company or by wire transfer of immediately available funds to an account designated in writing by the Company, in the amount of such Aggregate Exercise Price (a "Cash Exercise");

(ii) by issuing Warrant Shares then issuable upon exercise of all or any part of this Warrant on a net basis such that, without payment of any cash consideration or other immediately available funds, the Holder shall surrender this Warrant in exchange for the number of Warrant Shares as is computed using the following formula (a "Cashless Exercise"):

$$X = Y(A - B) \div A$$

Where:

X = the number of Warrant Shares to be issued to the Holder.

Y = the total number of Warrant Shares for which the Holder has elected to exercise this Warrant pursuant to Section 3(a).

A = the Fair Market Value of one Warrant Share as of the applicable Exercise Date.

B = the Exercise Price in effect under this Warrant as of the applicable Exercise Date.

or

(iii) any combination of the foregoing.

In the event of any withholding of Warrant Shares pursuant to clause 3(b)(ii) above where the number of shares whose value is equal to the Aggregate Exercise Price is not a whole number, the number of shares withheld by or surrendered to the Company shall be rounded up to the nearest whole share and the Company shall make a cash payment to the Holder (by delivery of a certified or official bank check or by wire transfer of immediately available funds) based on the incremental fraction of a share being so withheld by or surrendered to the Company in an amount equal to the product of (x) such incremental fraction of a share being so withheld or surrendered multiplied by (y) the Fair Market Value per Warrant Share as of the Exercise Date.

(c) *Delivery of Shares*. Upon receipt by the Company of the Exercise Notice, surrender of this Warrant, and payment of the Aggregate Exercise Price (in accordance with Section 3(a) hereof), the Company shall, as promptly as practicable, and in any event within two (2) Business Days thereafter, deliver (or cause to be delivered) to the Holder a book-entry statement representing the Warrant Shares issuable upon such exercise, together with cash in lieu of any fraction of a Warrant Share, as provided in Section 3(d) hereof. The book-entry position shall be registered in the name of the Holder or, subject to compliance with Section 7 below, such other Person's name as shall be designated in the Exercise Notice. This Warrant shall be deemed to have been exercised and such Warrant Shares shall be deemed to have been issued, and the Holder or any other Person so designated to be named therein shall be deemed to have become a holder of record of such Warrant Shares for all purposes, as of the Exercise Date.

(d) *Fractional Shares*. The Company shall not be required to issue a fractional Warrant Share upon exercise of any Warrant. As to any fraction of a Warrant Share that the Holder would otherwise be entitled to purchase upon such exercise, the Company shall pay to such Holder an amount in cash (by delivery of a certified or official bank check or by wire transfer of immediately available funds) equal to the product of (i) such fraction multiplied by (ii) the Fair Market Value of one Warrant Share on the Exercise Date.

(e) *Delivery of New Warrant*. Unless the purchase rights represented by this Warrant shall have expired or shall have been fully exercised, the Company shall, at the time of delivery of the book-entry statement representing the Warrant Shares being issued in accordance with Section 3(c) hereof, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unexpired and unexercised Warrant Shares called for by this Warrant. Such new Warrant shall in all other respects be identical to this Warrant.

(f) *Valid Issuance of Warrant and Warrant Shares; Payment of Taxes*. The Company hereby represents, covenants, and agrees:

(i) This Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(ii) All Warrant Shares issuable upon the exercise of this Warrant pursuant to the terms hereof shall be, upon issuance, and the Company shall take all such actions as may be necessary or appropriate in order that such Warrant Shares are, validly issued, fully paid, and non-assessable, issued without violation of any preemptive or similar rights of any stockholder of the Company and free and clear of all taxes, liens, and charges.

(iii) The Company shall pay all expenses in connection with, and all taxes and other governmental charges that may be imposed with respect to, the issuance or delivery of Warrant Shares upon exercise of this Warrant; provided, that the Company shall not be required to pay any tax or governmental charge that

may be imposed with respect to any applicable withholding or the issuance or delivery of the Warrant Shares to any Person other than the Holder, and no such issuance or delivery shall be made unless and until the Person requesting such issuance has paid to the Company the amount of any such tax, or has established to the satisfaction of the Company that such tax has been paid.

(g) *Conditional Exercise*. Notwithstanding any other provision hereof, if an exercise of any portion of this Warrant is to be made in connection with an offering of the Warrant Shares or a sale of the Company (pursuant to a merger, sale of stock, or otherwise), such exercise may at the election of the Holder be conditioned upon the consummation of such transaction, in which case such exercise shall not be deemed to be effective until immediately prior to the consummation of such transaction.

(h) *Reservation of Shares*. During the Exercise Period, the Company shall at all times reserve and keep available out of its authorized but unissued Common Stock or other securities constituting Warrant Shares, solely for the purpose of issuance upon the exercise of this Warrant, the maximum number of Warrant Shares issuable upon the exercise of this Warrant, and the par value per Warrant Share shall at all times be less than or equal to the applicable Exercise Price. The Company shall not increase the par value of any Warrant Shares receivable upon the exercise of this Warrant above the Exercise Price then in effect, and shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Common Stock upon the exercise of this Warrant.

(i) *Listing.* The Company shall use its reasonable best efforts to cause the Warrant Shares to be approved for listing on the primary U.S. securities exchange on which the Common Stock may at the time be listed on or about the Original Issue Date, subject to notice of issuance of the Warrant Shares; provided, that the Company shall not be required to list the Warrant Shares if the Common Stock or other securities constituting Warrant Shares are not listed at the time of exercise.

(j) *Withholding.* The Holder (and any agent thereof) shall be entitled to deduct and withhold from any consideration payable pursuant to this Agreement to the Company such amounts as the Holder (and any agent thereof), as applicable, is required to withhold or deduct under the Code (as defined in the Stock Purchase Agreement) or any provision of applicable state, local or foreign Law (as defined in the Stock Purchase Agreement) with respect to the making of such payment; provided, that prior to making any such deduction or withholding on any amount, the Holder shall use its commercially reasonable efforts to provide the Company with notice of intent to make such deduction or withholding and shall work in good faith to avoid or minimize the need to make such deduction or withholding to the extent permitted by applicable Law. To the extent that amounts are so withheld by the Holder (or any agent thereof) and remitted to the appropriate Governmental Authority (as defined in the Stock Purchase Agreement), such withheld amounts shall be treated for all purposes of this Warrant as having been paid to the Company.

4. Effect of Certain Events.

(a) *Adjustment to Warrant Shares Upon Reorganization, Reclassification, Consolidation, or Merger*. In the event of any (i) capital reorganization of the Company, (ii) reclassification of the stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up, or combination of shares), (iii) consolidation or merger of the Company with or into another Person, (iv) sale of all or substantially all of the Company's assets to another Person or (v) other similar transaction, in each case which entitles the holders of Common Stock to receive (either directly or upon subsequent liquidation) stock, securities, or assets with respect to or in exchange for Common Stock, each Warrant shall, immediately after such reorganization, reclassification, consolidation, merger, sale, or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Warrant Shares then exercisable under this Warrant, be exercisable for the kind and number of shares or other securities or assets of the Company or of the successor Person resulting from such transaction to which the Holder would have been entitled upon such reorganization, reclassification, consolidation, merger, sale, or similar transaction if the Holder had exercised this Warrant in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale, or similar transaction and acquired the applicable number of Warrant Shares then issuable hereunder as a result of such exercise (without taking into account any limitations or restrictions on the exercisability of this Warrant); and, in such case, appropriate adjustment (in form and substance satisfactory to the Holder) shall be made with respect to the Holder's rights under this Warrant to ensure that the provisions of this Warrant shall thereafter be applicable, as nearly as possible, to any shares, securities, or assets thereafter acquirable upon exercise of this Warrant. The provisions of this Section 4(a) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales, or similar transactions. The Company shall not effect any such reorganization, reclassification, consolidation, merger, sale, or similar transaction unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation, merger, sale, or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Warrant, the obligation to deliver to the Holder such shares, securities, or assets which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise of this Warrant. Notwithstanding anything to the contrary contained herein, with respect to any corporate event or other transaction contemplated by the provisions of this Section 4(a), the Holder shall have the right to elect prior to the consummation of such event or transaction, to give effect to the exercise rights contained in Section 2 instead of giving effect to the provisions contained in this Section 4(a) with respect to this Warrant.

(b) *Stock Dividends and Distributions*. Subject to the provisions of Section 4(a), as applicable, if the Company shall, at any time or from time to time after the Original Issue Date, (A) make or declare, or fix a record date for the determination of holders of Common Stock entitled to receive a dividend or any other distribution payable in Common Stock of the Company or securities convertible, exercisable or exchangeable into Common Stock, (B) subdivide the outstanding Common Stock, whether by way of stock dividend, stock split or otherwise, or (C) combine the outstanding Common Stock into a smaller number of shares, whether by way of stock combination, reverse stock split

or otherwise, then, and in each such event, provision shall be made so that the Holder shall receive upon exercise of the Warrant, the kind and amount of securities of the Company which the Holder would have been entitled to receive had the Warrant been exercised in full into Warrant Shares on the date of such event (or, in the case of a dividend, immediately prior to the record date therefore) and had the Holder thereafter, during the period from the date of such event to and including the Exercise Date, retained such securities receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this Section 4(b) with respect to the rights of the Holder; provided, that no such provision shall be made if the Holder receives, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities in an amount equal to the amount of such securities as the Holder would have received if the Warrant had been exercised in full into Warrant Shares on the date of such event.

(c) *Adjustment in Exercise Price*. Whenever the number of Warrant Shares acquirable upon exercise of the Warrants is adjusted as provided in Section 4(b), the Exercise Price shall be adjusted to equal the Exercise Price immediately prior to such adjustment multiplied by a fraction (A) the numerator of which shall be the number of Warrant Shares for which a Warrant is exercisable immediately prior to such adjustment and (B) the denominator of which shall be the number of Warrant Shares for which a Warrant is exercisable immediately after such adjustment.

(d) *Cash Dividends and Distributions*. If the Company, at any time while the Warrants are outstanding and unexpired, shall pay a dividend or make a distribution in cash, securities or other assets to the holders of Common Stock on account of such Common Stock (or other capital stock or securities at the time issuable upon exercise of the Warrant), other than as described in Section 4(b) (any such non-excluded event being referred to herein as an "**Extraordinary Dividend**") then the Exercise Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and/or the fair market value (as determined by the Board of Directors of the Company together with the Holder, in good faith) of any securities or other assets paid on each share of Common Stock in respect of such Extraordinary Dividend.

(e) *Certificate as to Adjustment*.

(i) As promptly as reasonably practicable following any adjustment pursuant to the provisions of this Section 4, but in any event not later than two (2) Business Days thereafter, the Company shall furnish to the Holder a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(ii) As promptly as reasonably practicable following the receipt by the Company of a written request by the Holder, but in any event not later than two (2) Business Days thereafter, the Company shall furnish to the Holder a certificate of an executive officer certifying the amount of other shares of stock, securities,

or assets then issuable upon exercise of the Warrant and the applicable Exercise Price.

(f) *Notices*. In the event:

(i) that the Company shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon exercise of the Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution described in Section 4(b) or Section 4(d), to vote at a meeting (other than an annual meeting for which a definitive proxy statement has been filed) (or by written consent), to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(ii) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company, any consolidation or merger of the Company with or into another Person, or sale of all or substantially all of the Company's assets to another Person; or

(iii) of the voluntary or involuntary dissolution, liquidation, or winding-up of the Company;

then, and in each such case, the Company shall send or cause to be sent to the Holder at least ten (10) Business Days prior to the applicable record date or the applicable expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution, meeting, or consent or other right or action, and a description of such dividend, distribution, or other right or action to be taken at such meeting or by written consent, or (B) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, or winding-up is proposed to take place, and the date, if any is to be fixed, as of which the books of the Company shall close or a record shall be taken with respect to which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon exercise of the Warrant) shall be entitled to exchange their Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, or winding-up, and the amount per share and character of such exchange applicable to the Warrant and the Warrant Shares.

5. Lock-up Period.

(a) The Holder shall not, and shall not cause or permit any direct or indirect Affiliate to, during the period beginning on the Original Issue Date and ending at the close of business on the six (6) month anniversary of the Original Issue Date (the "Lock-Up Termination Date"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, the Warrant or the Warrant Shares, (2) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any

put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined), which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of the Warrant or the Warrant Shares, whether any such transaction described in subsection (1) or (2) above is to be settled by delivery of Warrants, Warrant Shares, Common Stock, in cash or otherwise, or (3) publicly disclose the intention to do any of the foregoing.

(b) Notwithstanding any other provision hereof, the transfer restriction in Section 5(a) shall not apply to and nothing in this Agreement shall otherwise restrict or prohibit (i) any total return swap entered into by the Holder or any direct or indirect Affiliate of the Holder with respect to the Warrant or the Warrant Shares, (ii) any pledge in accordance with Section 6 hereof and (iii) transfer of securities of the Holder or any entity that directly or indirectly owns equity securities of the Holder.

(c) The Warrant and the Warrant Shares shall bear the following legend until the Lock-Up Termination Date:

"THIS SECURITY IS SUBJECT TO RESTRICTIONS ON TRANSFER AS SET FORTH IN THE INVESTOR RIGHTS AGREEMENT, DATED AS OF [●], BY AND BETWEEN AMBAC FINANCIAL GROUP, INC. (THE "COMPANY") AND [OAKTREE ENTITY], a [●], AND THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH."

6. Margin Loan. If requested by the Holder in connection with any transaction involving this Warrant or the Warrant Shares (including any sale or other transfer of such securities without registration under the Securities Act, any margin loan with respect to such securities and any pledge of such securities), the Company agrees to provide the Holder with customary and reasonable assistance to facilitate such transaction, including, without limitation, (i) such action as the Holder may reasonably request from time to time to enable the Holder to sell this Warrant or the Warrant Shares, as applicable, without registration under the Securities Act and (ii) entering into an "issuer's agreement" in connection with any margin loan with respect to such securities in customary form, provided, that the Holder shall not make any such pledge for six (6) months from the Original Issue Date; provided further, that the Holder shall not make any such pledge at any time on which the Investor Designee (as defined in the Investor Rights Agreement) is serving on the Board.

7. Transfer of Warrant. Notwithstanding the restrictions set out in Section 5 hereto and subject to the transfer conditions referred to in the legend endorsed hereon:

(a) this Warrant, the Warrant Shares and all rights hereunder are transferable prior to the Lock-Up Termination Date, to (i) Affiliates of the Holder (but not, for the avoidance of doubt, to "portfolio companies," as such term is commonly understood in the private equity industry, of the Holder or any such Affiliate, or to the Company or any

of its Subsidiaries) (other than a Competitor or an Activist Investor) and (ii) Brookfield Asset Management, Inc.; and

(b) this Warrant, the Warrant Shares and all rights hereunder are transferable following the Lock-Up Termination Date, to any Person, other than (i) a Competitor or (ii) an Activist Investor,

in whole or in part, by the Holder without charge to the Holder, upon surrender of this Warrant to the Company at its then principal executive offices with a properly completed and duly executed assignment in the form attached hereto as **Exhibit B**, together with funds sufficient to pay any transfer taxes described in Section 3(f)(iv) in connection with the making of such transfer. Upon such compliance, surrender, and delivery and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant, if any, not so assigned and this Warrant shall promptly be cancelled. For the avoidance of doubt, the restrictions in Section 7(b) do not apply to any transferee of the Warrant Shares that is not an Affiliate of the Holder, or with respect to Warrant Shares issued upon exercise of the Warrant by any transferee of the Warrant that is not an Affiliate of the Holder.

8. Holder Not Deemed a Stockholder; Limitations on Liability. Except as otherwise specifically provided herein (including Section 4(b) and Section 4(d)), prior to the issuance to the Holder of the Warrant Shares to which the Holder is then entitled to receive upon the due exercise of this Warrant, the Holder shall not be entitled to vote or receive dividends or be deemed the holder of shares of capital stock of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote, give, or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance, or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a shareholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 8, the Company shall provide the Holder with copies of the same notices and other information given to the shareholders of the Company generally, contemporaneously with the giving thereof to the shareholders.

9. Replacement on Loss; Division and Combination.

(a) *Replacement of Warrant on Loss*. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction, or mutilation of this Warrant and upon delivery of an indemnity reasonably satisfactory to it (it being understood that a written indemnification agreement or affidavit of loss of the Holder shall be a sufficient indemnity) and, in case of mutilation, upon surrender of such Warrant for cancellation to the Company, the Company at its own expense shall execute and deliver to the Holder, in lieu hereof, a new Warrant of like tenor and exercisable for an equivalent number of Warrant Shares as the Warrant so lost, stolen, mutilated, or destroyed; provided, that, in

the case of mutilation, no indemnity shall be required if this Warrant in identifiable form is surrendered to the Company for cancellation.

(b) *Division and Combination of Warrant*. Subject to compliance with the applicable provisions of this Warrant as to any transfer or other assignment which may be involved in such division or combination, this Warrant may be divided or, following any such division of this Warrant, subsequently combined with other Warrants, upon the surrender of this Warrant or Warrants to the Company at its then principal executive offices, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the respective Holders or their agents or attorneys. Subject to compliance with the applicable provisions of this Warrant as to any transfer or assignment which may be involved in such division or combination, the Company shall at its own expense execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants so surrendered in accordance with such notice. Such new Warrant or Warrants shall be of like tenor to the surrendered Warrant or Warrants and shall be exercisable in the aggregate for an equivalent number of Warrant Shares as the Warrant or Warrants so surrendered in accordance with such notice.

10. Compliance with the Securities Act.

(a) *Agreement to Comply with the Securities Act; Legend*. The Holder, by acceptance of this Warrant, agrees to comply in all respects with the provisions of this Section 10 and the restrictive legend requirements set forth on the face of this Warrant and further agrees that such Holder shall not offer, sell, or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of the Securities Act of 1933, as amended (the "**Securities Act**"). This Warrant and all Warrant Shares issued upon exercise of this Warrant (unless registered under the Securities Act) shall be stamped or imprinted with a legend in substantially the following form:

"THIS WARRANT AND THE COMMON STOCK, IF ANY, ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY NON-U.S. OR STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER AGREES FOR THE BENEFIT OF AMBAC FINANCIAL GROUP, INC. (THE "COMPANY") THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED BELOW) EXCEPT:

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR

(C) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE "RESALE RESTRICTION TERMINATION DATE" MEANS THE LATER OF: (1) THE EARLIEST OF (A) THE DATE ON WHICH THIS SECURITY HAS BEEN SOLD PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT; (B) THE DATE ON WHICH THIS SECURITY HAS BEEN SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OR ANY SIMILAR PROVISION THEN IN FORCE UNDER THE SECURITIES ACT; AND (C) THE DATE ON WHICH THE HOLDER OF THIS SECURITY (X) HAS A "HOLDING PERIOD" (DETERMINED PURSUANT TO RULE 144(d) UNDER THE SECURITIES ACT) OF AT LEAST ONE YEAR (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AT SUCH TIME) AND (Y) IS NOT AN AFFILIATE OF THE COMPANY (AND HAS NOT BEEN AN AFFILIATE OF THE COMPANY DURING THE THREE MONTHS IMMEDIATELY PRECEDING); AND (2) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW. IN DETERMINING WHETHER THE HOLDER OF THIS SECURITY (X) HAS A "HOLDING PERIOD" (DETERMINED PURSUANT TO RULE 144(D) UNDER THE SECURITIES ACT) OF AT LEAST ONE YEAR (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AT SUCH TIME) OR (Y) IS AN AFFILIATE OF THE COMPANY (OR HAS BEEN AN AFFILIATE OF THE COMPANY DURING THE THREE MONTHS IMMEDIATELY PRECEDING), THE COMPANY RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF CUSTOMARY CERTIFICATIONS FROM THE HOLDER, AND A CUSTOMARY LEGAL OPINION, ADDRESSED TO THE COMPANY.

NOTWITHSTANDING THE FOREGOING, THIS WARRANT AND THE COMMON STOCK ISSUABLE UPON EXERCISE OF THIS WARRANT MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER SIMILAR ARRANGEMENT SECURED BY SUCH SECURITIES IN ACCORDANCE WITH THIS WARRANT."

(b) *Representations of the Holder*. In connection with the issuance of this Warrant, the Holder specifically represents, as of the date hereof, to the Company by acceptance of this Warrant as follows (and any transferee or assignee of the Holder is deemed to represent as of the date of such transfer or assignment as if it were the Holder):

(i) The Holder is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act. The Holder is acquiring this Warrant and the Warrant Shares to be issued upon exercise hereof for investment for its own account and not with a view towards, or for resale in connection with, the public sale or distribution of this Warrant or the Warrant Shares, except pursuant to sales registered or exempted under the Securities Act.

(ii) The Holder understands and acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, the Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

(iii) The Holder acknowledges that it can bear the economic and financial risk of its investment for an indefinite period, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Warrant and the Warrant Shares. The Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Warrant and the business, properties, prospects, and financial condition of the Company.

11. Warrant Register. The Company shall keep and properly maintain at its principal executive offices books for the registration of the Warrant and any transfers thereof. The Company may deem and treat the Person in whose name the Warrant is registered on such register as the Holder thereof for all purposes, and the Company shall not be affected by any notice to the contrary, except any assignment, division, combination, or other transfer of the Warrant effected in accordance with the provisions of this Warrant.

12. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including e-mail transmission) and shall be given:

If to the Company:

Ambac Financial Group, Inc.
One World Trade Center, 40th Floor
New York, New York 10007
E-mail: legalnotices@ambac.com
Phone: (212) 668-0340
Attention: General Counsel

with a copy to:

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, New York 10001
Attention: Steven J. Slutzky;
Eric T. Juergens

E-mail: sjslutzky@debevoise.com;
etjuergens@debevoise.com
Phone: 212-909-6036; 212-909-6301

If to the Holder:

[OAKTREE ENTITY]
c/o Oaktree Capital Management, L.P.
333 S. Grand Ave., 28th Floor
Los Angeles, CA 90071
Attention: Jordan Mikes;
Greg Share;
Patrick George
E-mail: jmikes@oaktreecapital.com;
gshare@oaktreecapital.com;
pgeorge@oaktreecapital.com
Phone: 213-830-6300

with a copy to:

Kirkland & Ellis LLP
2049 Century Park East, Suite 3700
Attention: Hamed Meshki, P.C.
Rajab Abbassi, P.C.
Kimberly Meng Han
Email: hmeshki@kirkland.com;
rajab.abbassi@kirkland.com;
kimberly.han@kirkland.com
Phone: (213) 680-8360; (212) 446-4741;
(212) 898-5324

or such other address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

13. Cumulative Remedies. Except to the extent expressly provided in Section 8 to the contrary, the rights and remedies provided in this Warrant are cumulative and are not exclusive of, and are in addition to and not in substitution for, any other rights or remedies available at law, in equity, or otherwise.

14. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court specified in Section 21, in addition to any other remedy to which they are entitled at law or in equity.

15. Entire Agreement. This Warrant, the Investor Rights Agreement and the Stock Purchase Agreement constitutes the entire agreement between the parties with respect to the

subject matter hereof and thereof, and such agreements supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof.

16. Successor and Assigns. This Warrant and the rights evidenced hereby shall be binding upon and shall inure to the benefit of the parties hereto and the successors of the Company and the successors and permitted assigns of the Holder. Such successors and/or permitted assigns of the Holder shall be deemed to be a Holder for all purposes hereunder.

17. Counterparts; Effectiveness; Third Party Beneficiaries. This Warrant may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Warrant shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Until and unless each party has received a counterpart hereof signed by the other party, this Warrant shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). No provision of this Warrant is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties and their respective successors and assigns.

18. Headings. The headings in this Warrant are for reference only and shall not affect the interpretation of this Warrant.

19. Amendment and Modification; Waiver. No amendment, modification or discharge of this Warrant, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

20. Severability. If any provision, including any phrase, sentence, clause, section or subsection of this Warrant is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon any such determination, the parties shall negotiate in good faith to modify this Warrant so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

21. Governing Law; Submission to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. The Company and Holder hereby irrevocably submit to the jurisdiction of the federal courts for the Southern District of New York, and appellate courts having jurisdiction of appeals from such courts, solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby. Each of the Company and Holder irrevocably agrees that all claims in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby, or with respect to any such action or proceeding, shall be heard and determined in such a New York federal court, and that such jurisdiction of such courts with respect thereto shall be exclusive, except solely to the extent that all such courts shall lawfully decline to exercise such jurisdiction. Each of the Company and Holder hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that it is not subject to such jurisdiction. Each of the Company and Holder hereby waives, and agrees not to assert, to the maximum extent permitted by Law, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. The Company and Holder hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 12 or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

22. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS WARRANT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. No Strict Construction. This Warrant shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has duly executed this Warrant on the Original Issue Date.

AMBAC FINANCIAL GROUP, INC.

By: _____
Name: _____
Title: _____

Accepted and agreed:

[OAKTREE ENTITY]

By: _____
Name: _____
Title: _____

**Exhibit A**

**Form of Exercise Notice**

(To be executed upon exercise of the Warrant(s))

The undersigned hereby irrevocably elects to exercise the right, represented by the Warrant Certificate(s), to purchase Common Stock of Ambac Financial Group, Inc. and (check one or both):

__ herewith tenders in payment for _____ Common Stock an amount of $_____ by certified or official bank check made payable to the order of Ambac Financial Group, Inc. or by wire transfer in immediately available funds to an account arranged with Ambac Financial Group, Inc..; and/or

__ herewith tenders the Warrant(s) for _____ Common Stock pursuant to the cashless exercise provision of Section 3(b)(ii) of the Warrant.

The undersigned acknowledges and agrees that the Company has the right to choose Cash Exercise or Cashless Exercise as set forth in the Warrant, notwithstanding the box checked above. The undersigned requests that a statement representing the Common Stock issued upon exercise of the Warrant(s) be delivered in accordance with the instructions set forth below.

Dated: _____, 20____

THIS EXERCISE NOTICE MUST BE DELIVERED TO AMBAC FINANCIAL GROUP, INC. PRIOR TO 5:00 P.M., EASTERN TIME, ON THE EXERCISE DATE. ALL CAPITALIZED TERMS USED HEREIN BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS ASSIGNED TO THEM IN THE WARRANT.

**THE UNDERSIGNED REQUESTS THAT A STATEMENT REPRESENTING THE COMMON STOCK BE DELIVERED AS FOLLOWS:**

Name: _____

(Please Print)

Address: _____

Telephone: _____

Fax: _____

Social Security Number or Other Taxpayer Identification Number (if applicable): _____

**IF SAID NUMBER OF COMMON STOCK SHALL NOT BE ALL THE COMMON STOCK ACQUIRABLE UNDER THE WARRANT(S), THE UNDERSIGNED REQUESTS THAT A NEW WARRANT CERTIFICATE(S) REPRESENTING THE BALANCE OF SUCH WARRANT(S) SHALL BE REGISTERED AND DELIVERED AS FOLLOWS:**

Name: _____

(Please Print)

Address: _____

Telephone: _____

Fax: _____

Social Security Number or Other Taxpayer Identification Number (if applicable): _____

Signature: _____

Name: _____

Capacity in which Signing: _____

The signature must correspond with the name as written upon the face of the within Warrant Certificate in every particular, without alteration or enlargement or any change whatever.

**Exhibit B**

**Form of Assignment**

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers to each assignee set forth below all of the rights of the undersigned in and to the number of Warrants (as defined in and evidenced by the Warrant Certificate) set forth opposite the name of such assignee below, and in and to the Warrant Certificate with respect to the Warrants and the Common Stock issuable upon the exercise of said Warrants:

| **Name of Assignee** | **Address** | **Number of Warrants** | **Warrant Certificate No.** |
|---|---|---|---|
| | | | |
| | | | |

If the total number of Warrants shall not be all of the Warrants evidenced by the foregoing Warrant Certificate, the undersigned requests that a new Warrant Certificate evidencing the Warrants not so assigned be issued in the name of and delivered to the undersigned.

Name of holder of Warrant: _____

By: _____
Name: _____
Title: _____
Dated: _____

# Exhibit B

## Transition Services Agreement Term Sheet

**[Attached]**

**PROJECT AURORA – TRANSITION SERVICES AGREEMENT TERM SHEET**

This Transition Services Agreement Term Sheet (this "Term Sheet") summarizes certain key terms and conditions to be included in the Transition Services Agreement (the "TSA"), to be entered into by and between Ambac Financial Group, Inc., a Delaware corporation ("Service Provider"), and Ambac Assurance Corporation, a Wisconsin stock insurance company ("Recipient" and, together with Service Provider, the "Parties", and each a "Party"), as contemplated by the Stock Purchase Agreement, dated as of June 5, 2024 (as may be amended, modified or supplemented from time to time in accordance with its terms, the "Purchase Agreement"), by and between Service Provider and American Acorn Corporation. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

| Category | Description |
|---|---|
| **Overview** | To ensure continuity of certain functions and operations related to the business of Recipient and its Subsidiaries (the "Business"), Service Provider will provide certain services to Recipient and its Subsidiaries, and Recipient will provide certain services to Service Provider and its Subsidiaries, in each case, on a transitional basis. The services to be provided by each Party shall be set forth on schedules to the TSA (each, a "Service", and such schedule, the "Services Schedule"). Services to be provided by Recipient to Service Provider are "Reverse Services"). |
| **Scope of Services** | Service Provider will provide, or cause an Affiliate or one of its or their respective subcontractors (collectively, the "Service Parties") to provide, to Recipient the Services. Such Services include activities and tasks that are an inherent part of the performance and delivery of each Service; however, additional services associated with Recipient's transition or migration from the Services prior to the end of the term of the TSA (e.g., data cleansing, data extraction, data migration, knowledge transfer, and reasonable access to personnel and facilities) shall be included to the extent contemplated in the description of a Service in the Services Schedule.<br><br>The terms and conditions of this Term Sheet and the TSA shall apply to Recipient's provision of Reverse Services, *mutatis mutandis*, for which purposes all references in this Term Sheet and the TSA to Service Provider shall be deemed to be references to Recipient and vice versa, all references in this Term Sheet and the TSA to Services shall be deemed to be references to Reverse Services. For the avoidance of doubt, references to the "Business" with respect to Reverse Services shall refer to the business of Service Provider and its Subsidiaries.<br><br>The Services Schedule shall be negotiated in good faith, based on the principles of (i) the scope of Services being consistent in all material respects with the services provided by Service Provider to Recipient during the twelve (12) months prior to the Closing (other than those for which the applicable personnel, contracts, and other assets and resources necessary to provide such services have been transferred to, or replicated by, Recipient as of Closing), (ii) the costs for Services being consistent with the actual cost to Service Provider to provide the same to Recipient based on Recipient's actual consumption of the applicable Service, and (iii) the duration of each such Service will be as reasonably sufficient to transition to replacement services (either in house or outsourced) to replace such Service in an orderly |

| Category | Description |
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| | manner and without risk of disruption to the Business of Recipient, with a maximum of 6 months (other than those legal and corporate administrative services that Service Provider has indicated could be provided for 12 months or longer in its draft Schedeule A provided prior to the signing of the Purchase Agreement or as otherwise agreed upon by the Parties in good faith). |
| **Omitted Services** | Within ninety (90) days of the effective date of the TSA, Recipient may request in writing that any service not included on the Services Schedule that was provided to Recipient or its Subsidiaries by or on behalf of the Service Provider or its Affiliates (including, without limitation, Recipient) in the twelve (12) months prior to the Closing be added to the Services or Reverse Services, as applicable (each such service, an "Omitted Service"). Upon receipt of such notice, Service Provider shall, if commercially reasonable to do so, provide such service, such service shall be deemed automatically added as a Service for the purposes of the TSA, and the Parties shall promptly meet to negotiate in good faith the scope, duration and pricing for such Service or Reverse Service, as applicable, with pricing and duration to be set according to principles set forth above (in the last sentence of the "Scope of Services" row), provided that Service Provider shall have no obligation to provide any of the services listed as excluded services on the Services Schedule. |
| **Service Level Standard** | Service Provider shall perform the Services, and shall use commercially reasonable efforts to ensure that the other Service Parties perform the Services, as applicable, (i) in compliance with applicable Laws, (ii) in a professional and workmanlike manner with appropriate and qualified personnel, and (iii) in a manner that is no less than reasonable and is consistent, in all material respects, with the manner in which the Services were performed by Service Provider, the other Service Parties or, to the extent applicable, Recipient during the twelve (12) months prior to Closing. Recipient's use of any Service shall be solely for purposes of the Business and shall not materially exceed the level of use required by the Business in the twelve (12) months prior to the Closing Date (or as otherwise set forth on the Services Schedule). |
| **TSA Approvals** | Service Provider shall use commercially reasonable efforts to obtain all third-party consents, licenses and approvals necessary for Service Provider to provide the Services ("TSA Approval"); provided, that, with respect to any TSA Approval required in connection with the provision of the Services, to the extent that any Person refuses to provide such TSA Approval, Service Provider shall use commercially reasonable efforts to, in consultation with Recipient, identify a reasonable alternative service to be obtained at Recipient's cost. All costs associated with obtaining such TSA Approval shall be borne evenly by the Parties, provided, that Recipient's obligation to pay for such TSA Approvals or alternatives shall not, together with costs for any other consents under the Purchase Agreement (in accordance with Section 4.4(a) thereof) for which Buyer is responsible, exceed $1,000,000 in the aggregate. |

| Category | Description |
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| **Fees and Expenses** | Recipient shall pay to Service Provider the fees for any Services received, as set forth in the Services Schedules. Service Provider shall invoice Recipient for fees related to personnel time on a monthly basis in arrears within ten (10) days of the end of the month in which the applicable Services were provided, and the Parties shall monitor the overall spend relative to the estimated aggregate costs for such personnel time as of signing of the Purchase Agreement and meet to discuss in good faith the imposition of any limits on overall spend for the same or adjustments to fees for the same as reasonably necessary to keep overall charges in line with anticipated fees as of the signing of the Purchase Agreement, in accordance with the governance process specified in the TSA. For any shared third-party expenses (e.g., under Shared Contracts that have not been split as of Closing or under contracts otherwise retained by Seller), Recipient shall bear a portion of the out-of-pocket expense equal to its actual volume or consumption of the contracted good or service relative to the contracted whole (e.g., if Recipient utilizes 20 of 100 licenses under a third-party software agreement, Recipient shall pay 20% of the applicable license fee, irrespective of Service Provider's own consumption or the historical allocations between the Parties for the same) The Parties shall work together in good faith to capture any such pass-through charges as a monthly line-item fixed cost in the Services Schedule (consistent with the preceding methodology) to be in effect at Closing, but to the extent any of the same cannot be estimated with reasonable accuracy, Recipient shall reimburse Service Provider for reasonable and documented out-of-pocket costs and expenses for shared third party resources based on the methodology in the preceding sentence reflected on the corresponding invoice incurred by Service Provider or other Service Parties in connection with the provision of Services (collectively, with the fixed line item charges for pass through charges, the "Expense Reimbursement"), which Expense Reimbursement shall not exceed an aggregate amount to be specified in the definitive TSA (as negotiated in good faith by the Parties) without Recipient's prior written consent. The Parties shall monitor and meet to discuss Expense Reimbursements against such aggregate amount under the governance processes of the TSA.<br><br>Recipient (or Service Provider, if more is owed for Reverse Services) shall promptly pay the net of all undisputed amounts under each invoice issued by Service Provider no later than sixty (60) days after receiving such invoice. Undisputed amounts not paid by Recipient when due may be subject to a late payment fee computed at a rate of 0.75% per month.<br><br>Notwithstanding the foregoing, Service Provider shall make available to Recipient at no charge (whether for rent, utilities, janitorial or other services, or otherwise) for 6 months the office space of Service Provider at One World Trade Center which personnel of Recipient and its Affiliates conducted the business of Recipient and its Affiliates prior to the Closing, in substantially the same manner such personnel accessed and used such space in the twelve (12) months prior to the Closing (including as to area and location of work spaces, access to shared spaces, telephony and network and information technology infrastructure and services (other than information |

| Category | Description |
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| | technology items separately specified as Services under the TSA, which may be separately charged for), quality and condition of facilities, and otherwise). |
| **Term and Termination** | Unless earlier terminated as set forth below, each Service will commence at Closing and terminate on the applicable date set forth for such Service in the Services Schedule (or, if applicable, the end of any extension term for such Service as specified in the Services Schedule, provided, the duration of such extension term for any such Service shall not exceed three (3) months provided further, the Parties shall negotiate in good faith between signing and Closing to identify any Services that may need a longer extension period), and the TSA shall commence at Closing and terminate on the date on which the last Service is terminated or expires.<br><br>The TSA or any individual Service may be terminated:<br>(a) by mutual written consent of both Service Provider and Recipient;<br>(b) except with respect to the Reverse Services, by Recipient, in whole or in part, upon at least thirty (30) days' advance written notice to Service Provider;<br>(c) by Recipient upon written notice of termination to Service Provider if Service Provider materially breaches or defaults on any of its obligations under the TSA and such breach remains uncured for thirty (30) days following receipt of written notice thereof;<br>(d) by Service Provider upon written notice of termination to Recipient if Recipient materially breaches or defaults on any of its obligations under the TSA and such breach remains uncured for thirty (30) days following receipt of written notice thereof; or<br>(e) by either Party effective immediately upon written notice to the other in the event such other Party (i) is insolvent, (ii) commences voluntary or involuntary bankruptcy, insolvency, moratorium or receivership proceedings, or (iii) initiates the winding-up or dissolution of such Party.<br><br>The Parties shall cooperate in good faith in curing any such breach or default within the time period provided above. Any termination in accordance with this section shall not require the initiation or completion of any legal proceeding or other formality. Any material breach by Recipient of any provision in the TSA, or any Schedule or Exhibit attached thereto, shall be considered a default for which Service Provider shall be entitled to any right and remedy at law or in equity.<br><br>The termination of the TSA, however caused, shall be without prejudice to any obligations or rights of the Parties which may have accrued before such termination and shall not affect any provision of the TSA which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination. Notwithstanding the termination of the TSA, upon any termination of the TSA, (a) each Party (as the receiving Party) shall promptly return to the other Party (as the disclosing Party) or destroy (with written confirmation of any such destruction) all of the disclosing Party's proprietary or Confidential Information in tangible form (if any) in the possession of the receiving Party or its employees, contractors or Affiliates |

| Category | Description |
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| | and, to the extent feasible, permanently erase all such information in electronic form (subject to receiving Party's standard document retention and automated back-up policies and procedures), (b) all Service Fees and Expense Reimbursements for Services already performed by Service Provider or its Service Parties as of such termination shall be invoiced and paid in accordance the payment provisions of the TSA, and (c) Service Provider will have no further obligations to provide the Services. |
| **Governing Law** | New York. |
| **Miscellaneous** | The TSA will include indemnity, limiation of liability, and other miscellaneous provisions generally consistent with customary practice for agreements of its type. |

**Exhibit C**

**Equity Commitment Letter**

**[Attached]**

REDACTED

*Execution Version*
CONFIDENTIAL

**Oaktree Opportunities Fund XII Holdings (Delaware), L.P.**
c/o Oaktree Capital Management, L.P.
333 S. Grand Ave., 28th Floor
Los Angeles, CA 90071

June 4, 2024

American Acorn Corporation
c/o Oaktree Capital Management, L.P.
333 S. Grand Ave., 28th Floor
Los Angeles, CA 90071

To Whom It May Concern:

Reference is made to the Stock Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and between American Acorn Corporation, a Delaware corporation ("Buyer"), and Ambac Financial Group, Inc., a Delaware corporation ("Seller"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement.

1. Commitments. Upon the terms and subject to the conditions set forth herein, Oaktree Opportunities Fund XII Holdings (Delaware), L.P., a Delaware limited partnership (the "Sponsor"), hereby irrevocably commits to contribute, directly or indirectly, to Buyer (a) at the Closing, cash in an aggregate amount equal to $XXXX solely for the purpose of funding and to the extent necessary to fund the amounts required to be paid by Buyer pursuant to Section 1.2(a) of the Purchase Agreement when due and payable under the Purchase Agreement, subject to the satisfaction of the applicable conditions set forth in Section 2 (the "Purchase Commitment") or, in the alternative, (b) if the Closing is not consummated and there has been a valid termination of the Purchase Agreement (i) by Seller pursuant to Section 7.1(d) of the Purchase Agreement as a result of Fraud or Willful Breach by Buyer of any provision of the Purchase Agreement or (ii) by Buyer pursuant to Section 7.1(b), Section 7.1(c) or Section 7.1(e) of the Purchase Agreement at a time when Seller could have terminated the Purchase Agreement pursuant to Section 7.1(d) of the Purchase Agreement as a result of Fraud or Willful Breach by Buyer of any provision of the Purchase Agreement (any valid termination described in the foregoing clause (b)(i) or (b)(ii), a "Qualifying Termination"), cash in an aggregate amount equal to $XXXX solely for the purpose of funding and to the extent necessary to fund the payment by Buyer to Seller of monetary damages awarded to Seller pursuant to a final, nonappealable judgement by a court of competent jurisdiction against Buyer arising from Buyer's Fraud or Willful Breach of any provision of the Purchase Agreement prior to such termination (a "Specified Damages Judgment"), solely to the extent permitted by Section 7.2 of the Purchase Agreement and subject to the satisfaction of the applicable conditions set forth in Section 2 (the "Damages Commitment"). Each of the Purchase Commitment and the Damages Commitment, as applicable, is referred to herein as a "Commitment". Under no circumstances shall the Sponsor be required to fund any amount hereunder in excess of its applicable Commitment (such maximum amount, as applicable, the "Applicable Cap"). The Sponsor may allocate all or a

portion of its investment to other Persons (including Affiliates of the Sponsor and current officers and equityholders of the Company, Buyer, or their respective Affiliates), and the Sponsor's applicable Commitment will be reduced by any amounts actually contributed to Buyer by any such Person on or before (x) the Closing (in the case of the Purchase Commitment) or (y) such time as monetary damages are due and payable pursuant to a Specified Damages Judgment in accordance with clause (b) above (in the case of the Damages Commitment).

2. Conditions. The obligation of the Sponsor to fund the Purchase Commitment is (a) subject to the satisfaction or waiver in writing by Buyer of all conditions precedent set forth in Section 6.1 and Section 6.2 of the Purchase Agreement to consummate the Closing (other than those conditions which by their terms are to be satisfied at the Closing, but subject to the prior or substantially concurrent satisfaction or waiver of such conditions) and (b) subject to, and will occur contemporaneously with, the Closing. The obligation of the Sponsor to fund the Damages Commitment is (a) subject to a Qualifying Termination and (b) subject to, and will occur upon such time as monetary damages are due and payable pursuant to a Specified Damages Judgment. Notwithstanding anything to the contrary in this letter, the Sponsor's obligation to fund its applicable Commitment shall be reduced in the manner designated by the Sponsor in the event that, taking into account any cash or cash equivalents available to Buyer, if any, the full amount of such Commitment is not necessary in order to satisfy Buyer's obligation to pay the amounts required to be paid by Buyer in respect of such Commitment pursuant to Section 1, and in all cases subject to the Applicable Cap. Each party acknowledges and agrees that (i) this letter is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between or among any of the parties hereto or any other Person and neither this letter nor any other document or agreement entered into by any party hereto relating to the subject matter hereof shall be construed to suggest otherwise, and (ii) the obligations of the Sponsor under this letter are solely contractual in nature.

3. Term; Termination.

Each Commitment shall become effective on the date and time at which the Purchase Agreement has been duly executed and delivered by all parties thereto, whereupon this letter will constitute the commitment of the Sponsor to provide the applicable aforementioned equity financing to Buyer or its Affiliates on the terms and conditions set forth herein.

The Sponsor's obligation to fund the Purchase Commitment will terminate automatically and immediately upon the earliest to occur of (a) the funding of either Commitment, (b) the termination of the Purchase Agreement in accordance with its terms, and (c) Seller or any of its Affiliates (or any Person claiming by, through or on behalf or for the benefit of any of the foregoing) or any of their respective Representatives institutes any Litigation or makes any claim against the Sponsor or any Related Party other than a claim against Buyer permitted by and pursuant to, the final sentence of Section 9.11 of the Purchase Agreement.

The Sponsor's obligation to fund the Damages Commitment will terminate automatically and immediately upon the earliest to occur of (a) the funding of either Commitment, (b) the Closing, (c) any termination of the Purchase Agreement other than a Qualifying Termination and (d) in the event of a Qualifying Termination, the date that is ninety (90) days after such Qualifying Termination unless, prior to the expiration of such ninety (90)-day period, Seller,

acting in good faith, shall have commenced Litigation against Buyer with respect to Buyer's Fraud or Willful Breach in accordance with, and subject to the limitations expressly set forth in, Section 7.2 of the Purchase Agreement (a "Qualifying Suit"); provided that if a Qualifying Termination has occurred and a Qualifying Suit is filed prior to the 90th day after such Qualifying Termination, the Damages Commitment shall terminate, and the Sponsor shall have no further liability or obligation in respect thereof, from and after the earliest of (x) a final resolution of such Qualifying Suit in which a Specified Damages Judgment shall not have been obtained, (y) a written agreement between the Sponsor and Seller terminating this letter or the Damages Commitment and (z) payment by the Sponsor and/or Buyer, in the aggregate, of the damages due and payable in accordance with the Specified Damages Judgment, but in all cases, subject to, and in an aggregate amount not to exceed, the Appliable Cap with respect to the Damages Commitment.

Furthermore, in the event that Seller or any of its Affiliates (or any Person claiming by, through or on behalf or for the benefit of any of the foregoing) or any of their respective Representatives institutes any Litigation or makes any claim (A) asserting that the provisions of this Section 3 or any other provision of this letter is illegal, invalid or unenforceable in whole or in part or that the Sponsor is liable in excess of or to a greater extent than either Applicable Cap, (B) arising under, or in connection with, the Purchase Agreement, this letter or any of the other Ancillary Agreements, other than a claim (i) against the Sponsor seeking specific performance of the Sponsor's obligation to fund the Purchase Commitment in accordance with the terms and limitations hereof, subject to the satisfaction of the applicable conditions set forth in Section 2, (ii) against Buyer under the Purchase Agreement pursuant to the terms thereof and subject to the limitations set forth therein and herein, (iii) against the Sponsor under this letter seeking performance of the Sponsor's obligation to pay the Damages Commitment in accordance with the terms and limitations hereof, subject to the satisfaction of the applicable conditions set forth in Section 2, or (iv) in respect of a breach of the Confidentiality Agreement (clauses (i)-(iv), each a "Retained Claim"), or (C) in respect of a Retained Claim in any jurisdiction other than the federal courts for the Southern District of New York, and appellate courts having jurisdiction of appeals from such courts, then (x) the obligations of the Sponsor under this letter shall terminate *ab initio* and be null and void, and (y) none of the Sponsor, Buyer or any Related Party shall have any liability to Seller or any of its Affiliates or Representatives under this letter or with respect to the transactions contemplated by the Purchase Agreement.

Upon termination of either Commitment, the Sponsor shall not have any further obligations or liabilities hereunder in respect of such Commitment; and upon termination of this letter or of both the Purchase Commitment and the Damages Commitment, the Sponsor shall not have any further obligations or liabilities hereunder.

4. No Third Party Beneficiaries. This letter shall be binding solely on, and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns, and nothing set forth in this letter shall be construed to confer upon or give to any Person (including Seller) other than the parties hereto and their respective successors and permitted assigns any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Buyer to enforce, either Commitment or any provisions of this letter; provided that: (i) subject to the terms and conditions of the Purchase Agreement, if (and only if) Seller has obtained a final, nonappealable order, decree or ruling by a court of competent jurisdiction entitling it to specific

performance of the obligations of Buyer to consummate the Closing under the Purchase Agreement pursuant to the final sentence of Section 9.11 thereof, then Seller shall be a third party beneficiary of, the rights granted to Buyer under this letter solely for the purpose of specifically enforcing Buyer's right to cause the Purchase Commitment to be funded hereunder in accordance with Section 1 hereof (solely to the extent that Buyer can enforce the Purchase Commitment pursuant to the terms hereof, disregarding Section 5(b)), and for no other purpose (including any claim for monetary damages), and (ii) subject to the terms and conditions of the Purchase Agreement, if (and only if) Seller has obtained a Specified Damages Judgment, then Seller shall be a third party beneficiary of the rights granted to Buyer under this letter solely for the purpose of specifically enforcing Buyer's right to cause the Damages Commitment to be funded hereunder in accordance with Section 1 hereof (solely to the extent that Buyer can enforce the Damages Commitment pursuant to the terms hereof, disregarding Section 5(b)), and for no other purpose. Seller shall be a third party beneficiary of Section 12(b). The third party beneficiary rights of Seller provided in this Section 4 are in all respects subject to, and any exercise by Seller of its third party beneficiary rights shall in all respects be conditioned upon, the agreement and acknowledgement by Seller of each of the terms and conditions of this letter; any such exercise shall in all cases be governed by and subject to, the provisions of Section 9 and Section 10. Under no circumstances shall Sponsor have any obligation to fund both the Purchase Commitment and the Damages Commitment.

5. Limited Recourse; Enforcement.

(a) Notwithstanding anything that may be expressed or implied in this letter, or any document or instrument delivered in connection herewith, Buyer, by its acceptance of the benefits of the Commitments, agrees and acknowledges that no Person other than the Sponsor shall have any obligations hereunder and that, notwithstanding that the Sponsor or its respective permitted assigns may be a partnership or limited liability company, no recourse hereunder or under any documents or instruments delivered in connection herewith or in respect of any oral representations made or alleged to have been made in connection herewith or therewith shall be had against any former, current or future director, officer, employee, direct or indirect equityholder, controlling person, general or limited partner, manager, member, stockholder, Affiliate, successor or assign of the Sponsor or any former, current or future director, officer, employee, direct or indirect equityholder, controlling person, general or limited partner, manager, member, stockholder, Affiliate, successor or assign of any of the foregoing (each, other than the Sponsor and Buyer, a "Related Party"), whether by or through attempted piercing of the corporate veil (or similar doctrine related to limited liability companies, limited partnerships or other Persons), by or through a claim by or on behalf of the Sponsor against any Related Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or Law, or otherwise. It is expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Related Party for any obligations of the Sponsor or any of its respective successors or permitted assigns under this letter or any documents or instruments delivered in connection herewith or in respect of any oral representations made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, or by reason of such obligations or their creation. The parties further acknowledge and agree that Buyer has no assets other than its contractual rights hereunder and that no additional funds are expected to be contributed to Buyer other than those contemplated herein.

(b) Subject to Seller's rights pursuant to the proviso in Section 4, (i) this letter may only be enforced by Buyer against the Sponsor at the direction of the Sponsor in its sole discretion, (ii) Buyer shall have no right to enforce this letter against the Sponsor unless directed to do so by the Sponsor in its sole discretion, and (iii) Buyer's creditors shall have no right to enforce this letter or to cause Buyer to enforce this letter.

(c) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this letter were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that, without the necessity of posting bond or any other security or undertaking, each of the parties hereto shall be entitled to seek an injunction or injunctions to prevent breaches of this letter agreement and to enforce specifically the terms and provisions hereof and to seek specific performance by Sponsor hereunder. Notwithstanding anything to the contrary contained in this letter, the Purchase Agreement or any other agreement or instrument delivered in connection with this letter or the Purchase Agreement, or the transactions contemplated hereby or thereby, no party hereto shall allege, and each party hereto hereby waives, any defense or counterclaim that there is an adequate remedy at law.

6. No Assignment. This letter and the commitments of the Sponsor described herein shall not be assignable by Buyer without the prior written consent of the Sponsor, and the granting of such consent in a given instance shall be solely in the discretion of the Sponsor and, if granted, shall not constitute a waiver of this requirement as to any subsequent assignment. The Sponsor may without the prior written consent of Buyer assign some or all of its obligations under Section 1 to any of its Affiliates or co-investment funds if such assignment is not reasonably expected to have the effect of impairing or delaying the Closing or the funding of either of the Sponsor's Commitments at the applicable times set forth in Section 1, but may not otherwise assign its rights or obligations hereunder. No assignment by the Sponsor of any of its obligations hereunder will relieve the Sponsor of its obligations under this letter. Any purported assignment in contravention of this Section 6 shall be void.

7. Entire Agreement. This letter represents the entire understanding and agreement between the parties, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

8. Severability. Any term or provision of this letter that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Notwithstanding anything to the contrary in this letter (including this Section 8), the parties hereto intend that the remedies and limitation on remedies contained in this letter (including limitations on equitable relief) be construed as integral provisions of this letter and that such remedies and limitations on remedies shall not be severable in any manner that increases a party's (or its Affiliate's) liability or obligations hereunder or under the Purchase Agreement.

9. Governing Law; Jurisdiction and Forum. THIS LETTER SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES

OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. Each party hereby irrevocably submits to the jurisdiction of the federal courts for the Southern District of New York, and appellate courts having jurisdiction of appeals from such courts, solely in respect of the interpretation and enforcement of the provisions of this letter and in respect of the transactions contemplated hereby. Each party irrevocably agrees that all claims in respect of the interpretation and enforcement of the provisions of this letter and in respect of the transactions contemplated hereby, or with respect to any such action or proceeding, shall be heard and determined in such a New York federal court, and that such jurisdiction of such courts with respect thereto shall be exclusive, except solely to the extent that all such courts shall lawfully decline to exercise such jurisdiction. Each party hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that it is not subject to such jurisdiction. Each party hereby waives, and agrees not to assert, to the maximum extent permitted by Law, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this letter may not be enforced in or by such courts. Each party hereby consents to and grants any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in the Purchase Agreement or in such other manner as may be permitted by Law, shall be valid and sufficient service thereof.

10. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11. Confidentiality. This letter shall be treated as confidential and is being provided to Buyer solely in connection with the transactions contemplated by the Purchase Agreement. This letter may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of the Sponsor.

12. Miscellaneous. (a) This letter may be executed in counterparts all of which taken together shall constitute one and the same instrument. (b) This letter may not be amended without the prior written consent of Seller.

13. Representations and Warranties. The Sponsor hereby represents and warrants that:

(a) the execution, delivery and performance of this letter have been duly and validly authorized by all necessary action and do not contravene, conflict with or result in any violation of, or default under (with or without notice or lapse of time, or both), any provision of the Sponsor's partnership agreement or any Law or contractual restriction applicable to or binding on the Sponsor or its assets, and this letter has been duly executed and delivered by the Sponsor;

(b) this letter constitutes a legal, valid and binding obligation of the Sponsor enforceable against the Sponsor in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law);

(c) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Authority necessary for the due execution, delivery and performance of this letter by the Sponsor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required in connection with the execution, delivery or performance of this letter; and

(d) the Sponsor has the financial capacity to pay and perform its obligations under this letter, including by having at all times prior to the termination of each Commitment under this letter, as applicable, available, directly or indirectly through its parent funds, commitments from their limited partners or unrestricted and unencumbered cash on hand in an amount not less than such applicable Commitment, which is and shall at all times prior to the termination of such Commitment be available to be called (as applicable) and paid in accordance with the terms of this letter without contravening any of the Sponsor's organizational documents or other contractual obligations.

*[Remainder of this page intentionally left blank.]*

If the foregoing is acceptable to Buyer, please sign and return a copy of this letter, whereupon this letter will constitute the commitment of the Sponsor to provide the applicable aforementioned equity financing to Buyer on the terms and conditions set forth herein.

Very truly yours,

**Oaktree Opportunities Fund XII Holdings (Delaware), L.P.**

By: Oaktree Fund GP, LLC
Its: General Partner
By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: _____
Name: Greg Share
Title: Authorized Signatory

By: _____
Name: Jordan Mikes
Title: Authorized Signatory

Agreed to and accepted as of
the date first written above:

American Acorn Corporation

By: _____
Name: Greg Share
Title: President

**Exhibit D**

**Investor Rights Agreement**

**[Attached]**

# INVESTOR RIGHTS AGREEMENT

This INVESTOR RIGHTS AGREEMENT, dated as of [•], 2024 (this "Agreement"), is made between Ambac Financial Group, Inc., a Delaware corporation (the "Company"), and [•], a [•] corporation (the "Investor"). Capitalized terms used herein shall have the meanings assigned to such terms in the text of this Agreement or in Section 1.01.

## R E C I T A L S:

WHEREAS, in connection with and pursuant to the Stock Purchase Agreement by and between the Company and Investor, dated [•], 2024 (the "Stock Purchase Agreement"), Investor has acquired all of the issued and outstanding shares of common stock, par value $2.50 per share, of Ambac Assurance Corporation, a Wisconsin stock insurance company (the "AAC Common Stock");

WHEREAS, in connection with and pursuant to the Stock Purchase Agreement, at the closing of the purchase and sale of the AAC Common Stock contemplated by the Stock Purchase Agreement (the "Closing"), the Company issued to Investor a warrant (the "Warrant") exercisable for a number of shares of common stock, par value $0.01, of the Company ("Company Common Stock") representing 9.9% of the fully diluted shares of Company Common Stock as of March 31, 2024 pro forma for the issuance of the Warrant; and

WHEREAS, in connection with the Company's issuance of the Warrant to the Investor, the Company agrees to provide the Investor with the rights set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1
## DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Activist Investor" has the meaning set forth in the Warrant.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. Notwithstanding the foregoing, for the purposes of this Agreement, the term "Affiliate," as it relates to Investor, shall exclude Brookfield Asset Management Inc. and its Affiliates that are not also Affiliates of Investor by virtue of being directly or indirectly controlled by Oaktree Capital Management, L.P. and, for the avoidance of doubt, shall exclude any investor in such entity or beneficial owner of such entity's equity securities or those of any Person that controls such entity, and any portfolio company, limited partner, investor or similar Person of any of the foregoing.

"Board" means the board of directors of the Company.

"Business Day" means any day that is not (a) a Saturday, (b) a Sunday or (c) any other day on which commercial banks are authorized or required by laws to be closed in the City of New York.

"Competitor" has the meaning set forth in the Warrant.

"Director" means any director serving on the Board.

"Exchange Act" has the meaning set forth in Section 3.01(a)(v).

"Equity Securities" means any and all:

(a) shares, interests, participations or other equivalents (however designated) of capital stock or other Voting Securities of a corporation, and any and all equivalent or analogous ownership (or profit) or voting interests in a Person (other than a corporation);

(b) securities convertible into or exchangeable for shares, interests, participations or other equivalents (however designated) of capital stock or Voting Securities of (or other ownership or profit or voting interests in) such Person; and

(c) any and all warrants, rights or options to purchase any of the foregoing, whether voting or nonvoting, and, in each case, whether or not such shares, interests, participations, equivalents, securities, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"Exempt Transfer" means a Transfer pursuant to any merger, business combination, tender offer, business consolidation, recapitalization or exchange offer or similar transaction involving shares of Company Common Stock whereby the stockholders of the Company (together with their Affiliates) as of immediately prior to such transaction do not own at least 50% of the Company Common Stock immediately following such transaction, in each case, that has been approved by and recommended by the Board.

"Lock-Up Termination Date" has the meaning set forth in the Warrant.

"Original Issue Date" means [●][1].

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Piggyback Underwritten Offering" has the meaning set forth in Section 5.03(a).

"Postponement Period" has the meaning set forth in Section 5.02.

[1] To be the date of the closing of the transaction.

"Prospectus" means the prospectus included in any Shelf Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

"Relevant Transferees" has the meaning set forth in Section 2.01(b).

"Rule 144" means Rule 144 under the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

"Rule 405" means Rule 405 under the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

"Rule 415" means Rule 415 under the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

"SEC" means the U.S. Securities and Exchange Commission or any other federal agency at the time administering the Securities Act or the Exchange Act.

"Securities Act" has the meaning set forth in Section 5.01.

"Shelf Registration Statement" has the meaning given to such term in Section 5.01.

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at any time directly or indirectly owned by such Person.

"Suspension Event" has the meaning set forth in Section 5.02.

"Total Voting Power" means the aggregate number of votes which may be cast by all holders of outstanding Voting Securities in the election of directors.

"Transfer" shall mean, with respect to any Equity Security, directly or indirectly, by operation of applicable law, contract or otherwise, to sell, contract to sell, give, assign, hypothecate, pledge, encumber, grant a security interest in, offer, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any economic, voting or other rights in or to such Equity Security.

"Voting Securities" means shares of common stock and any other securities of a corporation entitled to vote generally in the election of directors.

ARTICLE 2
LOCK-UP PERIOD

Section 2.01 Lock-up Period.

(a) Investor shall not, and shall not cause or permit any direct or indirect Affiliate to, during the period beginning on the Original Issue Date and ending at the close of business on the six (6) month anniversary of the Original Issue Date (the "Lock-Up Termination Date"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, the Warrant or the Warrant Shares (as defined in the Warrant), (2) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined), which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of the Warrant or the Warrant Shares, whether any such transaction described in subsection (1) or (2) above is to be settled by delivery of Warrants, Warrant Shares, Company Common Stock, in cash or otherwise, or (3) publicly disclose the intention to do any of the foregoing.

(b) Notwithstanding any other provision hereof, the transfer restriction in Section 2.01(a) shall not apply to and nothing in this Agreement shall otherwise restrict or prohibit (i) any total return swap entered into by Investor or any direct or indirect Affiliate of Investor with respect to the Warrant or the Warrant Shares, (ii) any pledge in accordance with Section 2.01(c) hereof, (iii) transfer of securities of Investor or any entity that directly or indirectly owns equity securities of Investor and (iv) any transfer to (x) any Affiliate of Investor (but not, for the avoidance of doubt, to any "portfolio company," as such term is commonly understood in the private equity industry, of Investor or any such Affiliate, or to the Company or any of its Subsidiaries), other than a Competitor or Activist Investor (the transferees described in the foregoing clause (x), "Relevant Transferees") or (y) Brookfield Asset Management, Inc.

(c) If requested by Investor in connection with any transaction involving the Warrant or the Warrant Shares (including any sale or other transfer of such securities without registration under the Securities Act, any margin loan with respect to such securities and any pledge of such securities), the Company agrees to provide Investor with customary and reasonable assistance to facilitate such transaction, including, without limitation, (i) such action as Investor may reasonably request from time to time to enable Investor to sell the Warrant or the Warrant Shares, as applicable, without registration under the Securities Act and (ii) entering into an "issuer's agreement" in connection with any margin loan with respect to such securities in customary form, provided, that Investor shall not make any such pledge for six (6) months from the Original Issue Date; provided further, that Investor shall not make any such pledge at any time on which the Investor Designee is serving on the Board.

ARTICLE 3
STANDSTILL

Section 3.01 Standstill.

(a) Without the prior written approval of the Board, from the date hereof until the date that is six (6) months after the date hereof, Investor shall not, and shall cause each of its controlled Affiliates not to, directly or indirectly:

(i) commence or publicly propose to commence any tender or exchange offer for securities of the Company or publicly propose to enter any merger, consolidation, business combination or acquisition or disposition of all or substantially all of the assets of the Company;

(ii) nominate for election, or seek to elect, any individual as a Director, other than as contemplated by Section 4.01 of this Agreement;

(iii) publicly propose any recapitalization, restructuring, liquidation, dissolution or other similar extraordinary transaction with respect to the Company;

(iv) acquire or publicly propose to acquire any right to direct the voting or disposition of, or any other right with respect to, equity securities of the Company (including Company Common Stock), in each case, to the extent the Investor and its Affiliates would, after exercising the Warrant, collectively control greater than 9.9% of the Total Voting Power of the Company;

(v) form, join or knowingly participate in a "partnership, limited partnership, syndicate, or other group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) for purposes of acquiring, holding, voting or disposing of any securities of the Company; or

(vi) dispose of Company Common Stock in response to an unsolicited tender offer for securities of the Company or other proposed business combination to the Person making such unsolicited tender offer or proposal or any of its Affiliates, except pursuant to an Exempt Transfer;

(vii) make any proposal for additional representation on the Board, not otherwise permitted under Section 3.01; or

(viii) enter into any agreements with any third party with respect to taking any of the actions set forth in the foregoing clauses (i) through (vii);

provided that, notwithstanding the foregoing, nothing in this Section 3.01 shall restrict or prohibit:

(A) the Investor Designee (as defined below) from taking any action, or refraining from taking any action, which he or she determines is

necessary or appropriate in light of his or her fiduciary duties as a Director;

(B) compliance by Investor with, or the exercise by Investor of any of its rights under, this Agreement, the Warrant or the Stock Purchase Agreement;

(C) any transaction with respect to the Warrant or Warrant Shares; or

(D) any Exempt Transfer.

(b) Notwithstanding anything to the contrary in this Section 3.01, on and after the date hereof, Investor shall not be prohibited or restricted from initiating and engaging in private discussions with the Company or the Board in relation to, or making and submitting to the Company or the Board, non-public proposals regarding the matters addressed by this Section 3.01.

(c) Notwithstanding anything to the contrary herein, the restrictions in Section 3.01(a) shall no longer apply from and after the time at which the Company enters into a merger, consolidation, business combination, restructuring or similar transaction with any third party.

## ARTICLE 4
## INVESTOR DESIGNEE

Section 4.01 Investor Designee.

(a) At any time following the first date on which (i) Investor, together with its Affiliates, as applicable, has, collectively, exercised the Warrant for 50% or more of the maximum number of Warrant Shares issuable pursuant to the Warrant and (ii) in the event that the first date on which the condition in the foregoing clause (i) is satisfied is after the Lock-Up Termination Date, Investor, together with its Affiliates, beneficially owns in the aggregate at least 4% of the Total Voting Power, and at all times thereafter until the occurrence of the Fall-Away Event (as defined below), at any election of directors of the Company, Investor shall be entitled to designate one person for nomination for election to the Board, and the Board or any committee of the Board, as applicable, shall nominate for election such designee, with the identity of such designee subject to approval of the Company (not to be unreasonably withheld), but only if the election of such person to the Board would be necessary so that there be one person on the Board designated by Investor, and subject, in all cases, to the eligibility of such person as a director of the Company under applicable law (including any eligibility and independence requirements under the Exchange Act, or applicable stock exchange rules and federal securities laws and regulations) and generally applicable Company policies concerning director qualifications. Each such person whom Investor shall designate pursuant to this Section 4.01(a) and who is thereafter elected to the Board to serve as a Director shall be referred to herein as an "Investor Designee." For the avoidance of doubt, Investor's right to designate an Investor Designee is not subject to the condition in the foregoing clause (ii) if the condition in clause (i) is satisfied prior to the Lock-Up Termination Date.

(b) The Company agrees, to the fullest extent permitted by applicable law (including with respect to any fiduciary duties under Delaware law), (i) to seat the Investor Designee on the Board as soon as reasonably practicable after the Investor first becomes entitled to designate the Investor Designee and, until the Investor Designee is so seated, to invite the Investor Designee to each Board meeting as an observer thereof with the rights to receive the same information and reports provided to the Directors and (ii) at all times when Investor is entitled to designate an Investor Designee pursuant to Section 4.01(a), to include in the slate of nominees recommended by the Board for election at any meeting of stockholders called for the purpose of electing Directors, the Investor Designee, to nominate and recommend such individual to be elected as a Director as provided herein and to include such recommendation in the proxy statement (or consent solicitation or similar document) of the Company relating to the election of Directors and to solicit proxies or consents in favor thereof to the same extent, and in a manner no less favorable, as the Company solicits proxies or consents in favor of the other nominees of the Board.

(c) In the event that a vacancy is created at any time by the death, retirement, disability, removal or resignation of the Investor Designee, the remaining Directors and the Company shall, to the extent permitted by applicable law (including with respect to any fiduciary duties under Delaware law), cause the vacancy created thereby to be filled by a new Investor Designee. In the event that any person designated by Investor shall fail to be elected to the Board at any meeting of stockholders called for the purpose of electing directors (or consent in lieu of meeting), the Company shall use its reasonable best efforts to cause an alternative person selected by Investor and subject to applicable law and generally applicable Company policies concerning director qualifications, to be elected to the Board as soon as practicable thereafter.

(d) From and after the date on which Investor, together with its Affiliates, (i) no longer beneficially owns at least 50% of the maximum number of Warrant Shares issuable pursuant to the Warrant as of the date hereof (subject to equitable adjustment for any stock splits and similar events) or (ii) beneficially owns in the aggregate less than 3% of the Total Voting Power (each, a "Fall-Away Event"), upon receipt of a written request from the Company to the Investor Designee or Investor, the Investor Designee shall (and Investor shall use reasonable best efforts to take such actions to cause the Investor Designee to) immediately tender his or her resignation as a Director.

Section 4.02 Compensation. The Investor Designee shall not be entitled to compensation for service as a member of the Board (including any fees and equity awards), except for reimbursement of expenses for service as a member of the Board to the extent that such reimbursement is provided to any other member of the Board.

Section 4.03 Other Rights of Investor Designees. The Investor Designee serving on the Board (or as an observer in the circumstance contemplated by Section 4.01(b)) shall be entitled to receive due and timely notice of and to attend and participate in all meetings of the Board, at the same time and in the same manner as the other Directors are entitled to receive, attend or participate in such meetings in their capacities as Directors. The Investor Designee shall be entitled to receive, at the same time and in the same manner as other Directors are entitled to receive in their capacities as Directors, any and all resolutions relating to action taken by the Board by written consent and any other information and materials provided to members of the

Board (collectively, the "Board Materials"), in each case (i) subject to such customary confidentiality obligations as apply to members of the Board generally and (ii) except (A) as prohibited by applicable law or (B) to the extent that a majority of the Directors determine in good faith, after consulting with legal counsel, that including the Investor Designee in a meeting of the Board (or portion thereof) or providing or disclosing Board Materials to the Investor Designee would reasonably be expected to create a conflict of interest or prevent the Company from asserting attorney-client privilege (to the extent that that such attorney-client privilege is not governed by a common interest privilege or doctrine) with respect to matters discussed at such meeting or disclosed in such Board Materials or to the extent such meeting or portion thereof, relates to a dispute, transaction or other matter between the Company or any of its Subsidiaries, on the one hand, and the Investor or any of its Affiliates, on the other hand; provided that such Board Materials will be provided to the Investor Designee with redactions or other customary limitations, in each case, to the extent feasible to do so in a manner that would avoid the effect set forth in this clause (B). In the event that the Investor Designee is excluded from any portion of any meeting of the Board or is precluded from receipt of any Board Materials pursuant to this Section 4.03, the Investor Designee shall be informed of such exclusion or preclusion in writing.

Section 4.04 Indemnification. The Investor Designee shall be entitled to indemnification and exculpation from the Company, and to be insured under the director and officer insurance policy of the Company, to the same extent as other members of the Board (in their capacities as Directors) including pursuant to the Company's certificate of incorporation and by-laws.

Section 4.05 Policies and Procedures. As a condition to the Company's obligations under Section 4.01 with respect to the Investor Designee, each Investor Designee will agree in writing during the term of any service as a Director to comply with all current and future policies, procedures, processes, codes, rules, standards and guidelines applicable to all non-employee members of the Board, including, without limitation, the Company's code of conduct, insider trading policy, Regulation FD policy, related person transactions policy and corporate governance guidelines, in each case as previously approved by the Board and as amended from time to time.

## ARTICLE 5
## REGISTRATION RIGHTS

Section 5.01 Shelf Registration Rights. Thirty (30) days prior to the Lock-Up Termination Date (the "Filing Date"), the Company shall prepare and file with the SEC and cause to be declared effective a "shelf" registration statement on Form S-3 (or any successor form), or a "shelf" registration statement on Form S-1 (or any successor form) if the Company is ineligible to use Form S-3 (in either case, a "Shelf Registration Statement"), providing for, pursuant to Rule 415 or otherwise, the registration of, and the sale on a continuous or delayed basis of, the maximum number of Warrant Shares (or otherwise designate an existing Shelf Registration Statement filed with the SEC to cover the Warrant Shares) that may be issued pursuant to the Warrants outstanding at that time, and, to the extent the Shelf Registration Statement has not theretofore been declared effective or is not automatically effective upon such filing, the Company shall use reasonable best efforts to cause such Shelf Registration Statement

to be declared or become effective and to keep such Shelf Registration Statement continuously effective and in compliance with the Securities Act of 1933, as amended (the "Securities Act") and usable for resale of such Warrant Shares pursuant to Rule 415 or otherwise (provided that such resale shall not be underwritten), for a period from the date of its initial effectiveness (including by refiling such Shelf Registration Statement (or a new Shelf Registration Statement) if the initial Shelf Registration Statement expires) until the earliest of (i) such time as there are no Warrant Shares remaining, (ii) after the occurrence of the Fall-Away Event, Investor is able to sell the Warrant Shares pursuant to Rule 144 without limitation as to volume or manner of sale and (iii) Investor owns less than 25% of the Warrants and the Warrant Shares; provided, that (a) the number of Warrant Shares is determined based on the actual number of Warrant Shares received at exercise and (b) Investor is not an affiliate of the Company; provided further that the Company shall file at least one Shelf Registration Statement. So long as the Company is a well-known seasoned issuer (as defined in Rule 405) at the time of the Filing Date, such Shelf Registration Statement, if it is on Form S-3 (or any successor form), shall be designated by the Company as an automatic Shelf Registration Statement. The Company shall not be obligated to undertake any underwritten offerings or shelf takedowns on behalf of Investor or enter into any underwriting or purchase agreement, provide any comfort letter or opinions or otherwise cooperate with Investor in any sale pursuant to the Shelf Registration Statement other than using reasonable best efforts to procure the cooperation of the Company's transfer agent in settling any sale of the Warrant Shares. For the purposes of this Article 5, the Warrant Shares that are covered by the Shelf Registration Statement are "Registrable Securities."

Section 5.02 Suspension. (i) Upon advice of counsel, if the Board determines, in its good faith judgment, that the disclosure that would otherwise be required to file or update the Shelf Registration Statement would cause the disclosure of material non-public information in a manner that would materially and adversely interfere with any pending material financing or material acquisition, merger, recapitalization, consolidation or reorganization or similar transaction involving the Company; (ii) upon issuance by the Commission of a stop order suspending the effectiveness of the Shelf Registration Statement or the initiation of proceedings with respect to the Shelf Registration Statement under Section 8(d) or 8(e) of the Securities Act; (iii) if the Board determines, in its good faith judgment, that any such registration or offering (x) should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan or (y) upon the advice of counsel, would require the Company, under applicable securities laws and other laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; provided that this exception (y) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; or (iv) if the Company elects at such time to offer Equity Securities to (x) fund a merger, third-party tender offer or other business combination, acquisition of assets or similar transaction or (y) meet rating agency and other capital funding requirements (collectively, "Suspension Events"), then the Company may delay the filing of, or suspend use of, the Shelf Registration Statement, by providing written notice to Investor, until such circumstance is no longer continuing but in any event not to exceed sixty (60) days (such period, a "Postponement Period"); provided that the Company shall at all times in good faith use its commercially reasonable best efforts to cause any Shelf Registration Statement required by this Section 5 to be filed or updated, as applicable, as soon as possible; provided, further, that the Company shall not be permitted to commence a

Postponement Period pursuant to this Section 5.02 more than twice in any twelve-month period. In the event that the Company exercises its rights under the preceding sentence, Investor agrees to suspend, promptly upon receipt of written notice from the Company, the use of any prospectus relating to the registration in connection with any sale or offer to sell the Warrant Shares.

Section 5.03 Piggyback Registration Rights.

(a) If the Company proposes to register shares of Company Common Stock under the Securities Act for a sale that will occur following the expiration of the Lock-Up Termination Date (other than pursuant to a registration on Form S-4 or S-8 promulgated by the SEC or any successor or similar forms), whether or not for sale for its own account, in a manner which would permit registration of Registrable Securities for sale to the public under the Securities Act (a "Piggyback Underwritten Offering"), it will give written notice of such Piggyback Underwritten Offering to Investor, which notice shall include the anticipated filing date of the registration statement or prospectus supplement, as applicable, and, if known, the number of shares of Company Common Stock that are proposed to be included in such Piggyback Underwritten Offering, and of such Holders' rights under this Section 5.03. Such notice shall be given promptly (and in any event at least four (4) Business Days before the filing of the registration statement or prospectus supplement, as applicable,). If such notice is delivered pursuant to this Section 5.03, each Holder shall then have three (3) Business Days after the date on which such Holder received notice pursuant to this Section 5.03 to request inclusion of Registrable Securities in the Piggyback Underwritten Offering (which request shall specify the maximum number of Registrable Securities intended to be disposed of by Investor and such other information as is reasonably required to effect the inclusion of such Registrable Securities). If no request for inclusion from Investor is received within such period, Investor shall have no further right to participate in such Piggyback Underwritten Offering. Subject to Section 5.03(b), the Company shall use its commercially reasonable efforts to include in the Piggyback Underwritten Offering all Registrable Securities that the Company has been so requested to include by Investor; provided, however, that if, at any time after giving written notice of a proposed Piggyback Underwritten Offering pursuant to this Section 5.03(a) and prior to the execution of an underwriting agreement with respect thereto, the Company or such other Persons who have or have been granted registration rights, as applicable, shall determine for any reason not to proceed with or to delay such Piggyback Underwritten Offering, the Company shall give written notice of such determination to Investor and (A) in the case of a determination not to proceed, shall be relieved of its obligation to include any Registrable Securities in such Piggyback Underwritten Offering, and (B) in the case of a determination to delay, shall be permitted to delay inclusion of any Registrable Securities for the same period as the delay in including the shares of Company Common Stock to be sold for the Company's account or for the account of such other Persons who have or have been granted registration rights, as applicable. Investor shall have the right to withdraw its request for inclusion of its Registrable Securities in any Piggyback Underwritten Offering at any time prior to the execution of an underwriting agreement with respect thereto by giving written notice to the Company of its request to withdraw.

(b) Priority on Piggyback Registrations. If the managing underwriter of the Piggyback Underwritten Offering shall inform the Company in writing of its good faith belief that the number of Registrable Securities requested to be included in such Piggyback

Underwritten Offering would materially adversely affect such offering, then the Company shall include in such Piggyback Underwritten Offering, to the extent of the total number of securities which the Company is so advised can be sold in such offering without so materially adversely affecting such offering, shares of Company Common Stock in the following priority:

(i) If the Piggyback Underwritten Offering is for the account of the Company, (A) first, all shares of Company Common Stock that the Company proposes to include for its own account, (B) second, the Registrable Securities requested to be included by Investor and (C) third, other securities requested to be included in such registration which, in the opinion of the managing underwriter, can be sold without any such adverse effect.

(ii) If the Piggyback Underwritten Offering is for the account of any other Persons who have or have been granted registration rights, (A) first, all shares of Company Common Stock that such Persons propose to include, (B) second, the Registrable Securities requested to be included by Investor and (C) third, other securities requested to be included in such registration which, in the opinion of the managing underwriter, can be sold without any such adverse effect.

Section 5.04 Registration Expenses. All internal expenses incurred by Investor in connection with registration under the Securities Act pursuant to this Agreement, including, but not limited to, fees and expenses of compliance with securities or blue sky laws, fees and disbursements of counsel for Investor and all independent certified public accountants and other Persons retained by Investor and any underwriter's fees (including discounts, commissions or fees of underwriters, selling brokers, dealer managers or similar securities industry professionals) relating to the distribution of the Warrant Shares, shall be borne by Investor. The Company shall pay all registration, qualification and filing fees, filing expenses, printing expenses, messenger and delivery expenses, fees and disbursements of custodians, all of its internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed.

Section 5.05 Indemnification.

(a) Indemnification by the Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the fullest extent permitted by law, Investor, and its officers, directors, partners, members, managers, direct and indirect equityholders, accountants, attorneys, agents and employees, each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) Investor and its officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees of each such controlling person, (each such person being referred to herein as a "Covered Person"), from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and reasonable attorneys' fees and any legal or other fees or expenses incurred by such party in connection with any investigation or proceeding), expenses, judgments, fines, penalties, charges and amounts paid in settlement (collectively, "Losses"), as incurred, arising out of or based upon any untrue or alleged untrue statement of a material fact contained in the Shelf Registration Statement or any amendment thereof or supplement thereto or

any document incorporated by reference therein relating to a sale of the Warrant Shares pursuant to the Shelf Registration Statement, or based on any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in connection with a sale of the Warrant Shares pursuant to the Shelf Registration Statement, or any violation by the Company of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation thereunder applicable to the Company in connection with a sale of the Warrant Shares pursuant to the Shelf Registration Statement, and relating to any action or inaction in connection with a sale of the Warrant Shares pursuant to the Shelf Registration Statement, and will reimburse each such Covered Person for any reasonable legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such Loss, provided that the Company will not be liable in any such case to the extent that any such Loss arises out of or is based on any untrue statement or omission by such Covered Person relating to such Covered Person or its Affiliates (other than the Company or any of its Subsidiaries), but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Shelf Registration Statement, or any amendment thereof or supplement thereto, or any document incorporated by reference therein, in reliance upon and in conformity with written information furnished to the Company by such Covered Person with respect to such Covered Person for use therein. It is agreed that the indemnity agreement contained in this Section 5.04 shall not apply to amounts paid in settlement of any such Loss or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably delayed or withheld).

(b) Indemnification by Investor. As a condition to including the Warrant Shares in any Shelf Registration Statement filed in accordance with Section 5 hereof, Investor will indemnify, to the fullest extent permitted by law, the Company, its directors and officers and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) the Company, from and against all Losses arising out of or based on any untrue or alleged untrue statement of a material fact contained in any such Shelf Registration Statement or any amendment thereof or supplement thereto or any document incorporated by reference therein relating to a sale of the Warrant Shares pursuant to the Shelf Registration Statement, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in connection with a sale of the Warrant Shares pursuant to the Shelf Registration Statement, and will reimburse the Company, such directors and controlling persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such Loss, in each case to the extent, but only to the extent, that such untrue statement or omission is made in such Shelf Registration Statement or any amendment thereof or supplement thereto or any document incorporated by reference therein in reliance upon and in conformity with written information furnished to the Company by Investor expressly for inclusion in the Shelf Registration Statement; provided, however, that the obligations of Investor hereunder shall not apply to amounts paid in settlement of any such Losses (or actions in respect thereof) if such settlement is effected without the consent of Investor (which consent shall not be unreasonably delayed or withheld); and provided, further, that the liability of Investor shall be limited to the net proceeds received by Investor from the sale of Registrable Securities covered by such Shelf Registration Statement containing such untrue or alleged untrue statement or omission (less the aggregate amount of any damages which Investor has otherwise been required to pay in respect of such Losses or any substantially similar Losses arising from the sale of such Registrable Securities).

(c) Conduct of Indemnification Proceedings. If any Person shall be entitled to indemnification hereunder (an "Indemnified Party"), such Indemnified Party shall give prompt notice to the party from which such indemnity is sought (the "Indemnifying Party") of any claim or of the commencement of any proceeding with respect to which such Indemnified Party seeks indemnification or contribution pursuant hereto; provided, however, that the delay or failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any obligation or liability except to the extent that the Indemnifying Party has been materially prejudiced by such delay or failure. The Indemnifying Party shall have the right, exercisable by giving written notice to an Indemnified Party promptly after the receipt of written notice from such Indemnified Party of such claim or proceeding, to, unless in the Indemnified Party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim, assume, at the Indemnifying Party's expense, the defense of any such claim or proceeding, with counsel reasonably satisfactory to such Indemnified Party; provided, however, that an Indemnified Party shall have the right to employ separate counsel in any such claim or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless: (i) the Indemnifying Party agrees to pay such fees and expenses; or (ii) the Indemnifying Party fails promptly to assume, or in the event of a conflict of interest cannot assume, the defense of such claim or proceeding or fails to employ counsel reasonably satisfactory to such Indemnified Party; in which case the Indemnified Party shall have the right to employ counsel and to assume the defense of such claim or proceeding at the Indemnifying Party's expense; provided, further, however, that the Indemnifying Party shall not, in connection with any one such claim or proceeding or separate but substantially similar or related claims or proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one firm of attorneys (together with appropriate local counsel) at any time for all of the Indemnified Parties, or for fees and expenses that are not reasonable. Whether or not such defense is assumed by the Indemnifying Party, such Indemnifying Party will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld or delayed). Without the prior written consent of the Indemnified Party, the Indemnifying Party shall not consent to entry of any judgment or enter into any settlement that (x) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release, in form and substance reasonably satisfactory to the Indemnified Party, from all liability in respect of such claim or litigation for which such Indemnified Party would be entitled to indemnification hereunder or (y) involves the imposition of equitable remedies or the imposition of any obligations on the Indemnified Party or adversely affects such Indemnified Party other than as a result of financial obligations for which such Indemnified Party would be entitled to indemnification hereunder.

(d) Contribution. If the indemnification provided for in this Section 5.04 is unavailable to an Indemnified Party in respect of any Losses (other than in accordance with its terms), then each applicable Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party, on the one hand, and Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether any

action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made (or omitted) by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission.

The Parties agree that it would not be just and equitable if contribution pursuant to this Section 5.04(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5.04(d), Investor shall not be required to contribute any amount in excess of the amount that such Indemnifying Party has otherwise been, or would otherwise be, required to pay pursuant to Section 5.04(b) by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 5.06 Information. Investor shall furnish to the Company such information regarding Investor and the distribution of the Warrant Shares proposed by Investor as the Company may reasonably request or as shall be reasonably required in connection with any registration, qualification or compliance referred to in this Article 5 and the Company may exclude the Warrant Shares from any registration statement if Investor fails to furnish such information within a reasonable time, but in no event more than 10 Business Days, after receiving such request.

## ARTICLE 6
## ADDITIONAL COVENANTS

Section 6.01 Confidentiality.

(a) Nothing in this Agreement shall restrict or prevent any Investor Designee from sharing, and the Company acknowledges and agrees that each Investor Designee and its Affiliates may share, with Investor, any Confidential Information; provided that, with respect to any such Confidential Information, Investor and such Affiliates with whom Investor has shared Confidential Information (the "Receiving Party") shall be subject to the following confidentiality obligations and Investor shall be responsible for any breach of such obligations by such Affiliates (and, to the extent disclosed pursuant to clause (a)(i) below, its officers, employees and representatives):

(i) Each Receiving Party acknowledges and agrees that it shall not disclose any Confidential Information to any Person, except that Confidential Information may be disclosed:

(A) to its officers, employees, directors, members, partners, shareholders, agents, advisors and other representatives who need to know such information in connection with the performance of their duties or as part of ordinary course reporting to the Receiving

Party's members, partners, investors or equityholders regarding the financial performance or condition of the Company and its Subsidiaries if such Persons are subject to equivalent confidentiality obligations;

(B) to the extent required by any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar legal process to which the Receiving Party or any of its officers, employees and representatives is subject, or as may be required in connection with the assertion, prosecution or defense by such Receiving Party or any of its officers, employees and representatives of any claim, demand, action, suit or proceeding with respect to any matters related hereto; provided that the Receiving Party or its applicable officers, employees and representatives shall provide the Company with prompt notice of any such request, to the extent legally permitted, so that the Company may seek confidential treatment, an appropriate protective order or similar relief, and the Receiving Party or its applicable officers, employees and representatives shall reasonably cooperate (at the Company's expense) with such efforts by the Company; and

(C) to the extent required to permit such Receiving Party or any of its officers, employees and representatives to comply with applicable law or applicable rules or regulations of any stock exchange on which securities of such Receiving Party or its Affiliates are listed; provided that the Receiving Party or its applicable officers, employees and representatives shall provide the Company with prior notice of any such required disclosure, to the extent practicable and legally permitted, so that the Company may seek confidential treatment, an appropriate protective order or similar relief, and the Receiving Party or its applicable officers, employees and representatives shall reasonably cooperate (at the Company's expense) with such efforts by the Company.

(b) For purposes of this Agreement, "Confidential Information" means any nonpublic information received by any Receiving Party from the Investor Designee concerning the Company, its Affiliates, or its or their respective financial condition, business, operations or prospects; provided that "Confidential Information" does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its directors, officers, employees, counsel, investment advisers or other agents or representatives in violation of this Agreement, (ii) is or was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Company, (iii) was or becomes available to the Receiving Party on a non-confidential basis from a source other than the Company, which source is or was (at the time of receipt of the relevant information) not bound by a confidentiality agreement with (or other confidentiality obligation to) the Company,

or (iv) is independently developed by the Receiving Party without violating any confidentiality agreement with, or other obligation of secrecy to, the Company.

Section 6.02 Securities Laws Compliance. Investor represents that Investor and its Affiliate have, and during the term of this Agreement will have, policies and safeguards in place designed to ensure that Investor and its Affiliates do not trade securities of the Company while in possession of material non-public information.

## ARTICLE 7
## TERMINATION

Section 7.01 Termination. This Agreement shall automatically terminate, without any further action by any Person, upon the earlier of (i) the written agreement of each party hereto to terminate this Agreement; (ii) date upon which Investor ceases to hold the Warrant or any Warrant Shares and (iii) the dissolution, liquidation or winding up of the Company. Nothing herein shall relieve any party from any liability for the breach of any of the agreements set forth in this Agreement. The provisions of Sections 5.03 and 5.04 shall survive any termination of this Agreement.

## ARTICLE 8
## MISCELLANEOUS

Section 8.01 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including e-mail transmission) and shall be given:

if to the Company,

Ambac Financial Group, Inc.

One World Trade Center, 41st Floor
New York, NY 10007
E-mail: legalnotices@ambac.com
Phone: (212) 668-0340
Attention: General Counsel

with a copy (which shall not constitute notice to the Company) to:

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, New York 10001
Attention: Nicholas F. Potter
Kristen A. Matthews
Steven J. Slutzky
Eric T. Juergens

Telephone: (212) 909-6459
(212) 909-6113

(212) 909-6036
(212) 909-6301

Email: nfpotter@debevoise.com
kamatthews@debevoise.com
sjslutzky@debevoise.com
etjuergens@debevoise.com

if to Investor,

[•]
c/o Oaktree Capital Management, L.P.
333 S. Grand Ave., 28th Floor
Los Angeles, CA 90071
Attention: Jordan Mikes;
Greg Share;
Patrick George
E-mail: jmikes@oaktreecapital.com;
gshare@oaktreecapital.com;
pgeorge@oaktreecapital.com
Phone: 213-830-6300

with a copy (which shall not constitute notice to Investor) to:

Kirkland & Ellis LLP
2049 Century Park East, Suite 3700
Los Angeles, CA 90067
Attention: Hamed Meshki, P.C.

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Rajab Abbassi, P.C.
Kimberly Meng Han

Email: hmeshki@kirkland.com;
rajab.abbassi@kirkland.com;
kimberly.han@kirkland.com

Telephone: (213) 680-8360
(212) 446-4741
(212) 898-5324

or such other address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the

place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

Section 8.02 Amendments and Waivers. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

Section 8.03 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns; provided, that this Agreement shall not be assignable or otherwise transferable by any party without the prior written consent of the other party.

Section 8.04 Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO THE VALIDITY, INTERPRETATION AND EFFECT OF THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. The Company and Investor hereby irrevocably submit to the jurisdiction of the federal courts for the Southern District of New York, and appellate courts having jurisdiction of appeals from such courts, solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby. Each of the Company and Investor irrevocably agrees that all claims in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby, or with respect to any such action or proceeding, shall be heard and determined in such courts, and that such jurisdiction of such courts with respect thereto shall be exclusive, except solely to the extent that all such courts shall lawfully decline to exercise such jurisdiction. Each of the Company and Investor hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that it is not subject to such jurisdiction. Each of the Company and Investor hereby waives, and agrees not to assert, to the maximum extent permitted by Law, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. The Company and Investor hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers

in connection with any such action or proceeding in the manner provided in Section 8.01 or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

Section 8.05 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.06 Counterparts; Effectiveness; Third Party Beneficiaries. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Until and unless each party has received a counterpart hereof signed by the other party, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties and their respective successors and assigns.

Section 8.07 Entire Agreement. This Agreement and the Warrant together constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof, and such agreements supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof.

Section 8.08 Severability. If any provision, including any phrase, sentence, clause, section or subsection of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon any such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 8.09 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court specified Section 8.04, in addition to any other remedy to which they are entitled at law or in equity.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

AMBAC FINANCIAL GROUP, INC.

By _____
Name: _____
Title: _____

[INVESTOR]

By _____
Name: _____
Title: _____

**Exhibit E**

**Specified Transactions**

**[Attached]**

Project Aurora
Summary of Principal Terms and Conditions

*All capitalized terms used but not defined herein shall have the meanings given to them in the Stock Purchase Agreement (the "Agreement") to which this term sheet is attached. This term sheet is intended for discussion purposes only and does not constitute and will not give rise to any legally binding obligation, commitment or other liability on the part of any party to these discussions or any of such party's affiliates. This term sheet is subject to negotiation of the Loan Documentation, the completion by Oaktree to its satisfaction of customary due diligence with respect to Holdings and the Proposed Acquisition (each as defined below) and the interest rate herein is subject to change for major market disruptions.*

| | |
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| Borrower: | XXXXXXXXX (the "Borrower") |
| Guarantors: | Ambac Financial Group Inc. ("Holdings") and all subsidiaries of Holdings and the Borrower (other than regulated insurance companies that are not permitted to provide guarantees under applicable law) (the "Subsidiary Guarantors" and together with Holdings, the "Guarantors") |
| Agent: | Oaktree or a third-party agent selected by Oaktree (the "Administrative Agent") |
| Lenders: | Certain funds and accounts managed by Oaktree Capital Management, L.P. or one or more special purpose holding companies owned directly or indirectly by such funds and accounts ("Oaktree" or the "Lender") |
| Facility: | First lien senior secured term loan in an aggregate principal amount of up to $XXXXXXX (the "Loan") |
| Purpose/Use of Proceeds: | General corporate purposes, including a potential strategic acquisition (the "Proposed Acquisition"). |
| Availability: | The Loan will be available in up to three draws in minimum amounts of $XXXXX and subject to twenty business days' prior written notice by the Borrower to the Administrative Agent and other conditions precedent to be agreed. Once repaid, the Loan may not be reborrowed. |
| Interest Rate: | The per annum interest rate under the Loan will be SOFR + XX bps. "SOFR" means the forward-looking Secured Overnight Financing Rate term rate published two U.S. government securities business days prior to the commencement of the applicable interest period; *provided*, *however*, that if such rate is less than X% per annum, SOFR shall be deemed to be equal to X% per annum.<br><br>1- and 3-month interest periods will be available. Interest will be |

payable in arrears on the last day of each interest period.

Underwriting Fee: The underwriting fee will be X percent of the aggregate principal amount committed on the Issuance Date and will be fully earned, due and payable on the Issuance Date. At Oaktree's option, the underwriting fee may be taken in the form of original issue discount.

Collateral: The obligations of the Borrower under the Loan are to be secured by substantially all of the assets of Holdings, the Borrower and the Guarantors (other than assets held by regulated insurance companies that are not permitted to be collateral under applicable law) via a first lien, including pledges of the Borrower, of the Subsidiary Guarantors and of subsidiary equity (other than regulated insurance companies that are not permitted to be pledged under applicable law), senior to all other financial obligations of the Company.

Maturity Date: The Loan will mature on the day that is the second anniversary of the Issuance Date (the "Maturity Date").

Issuance Date: The Loan will be issued on the date the Loan Documentation is first executed by all parties thereto (or as otherwise agreed by the parties) (the "Issuance Date").

Optional Prepayments: The Loan may be prepaid at any time at a price equal to par plus accrued and unpaid interest plus the Make-Whole Premium.

"Make Whole Premium" shall mean the excess of (a) (i) the principal amount, plus (ii) the present value on such date of all required interest payments that would be due on such principal amount through the two year anniversary of the Issuance Date accruing at a rate equal to SOFR for an interest period of three months in effect on the third business day prior to such prepayment or repayment plus X% computed using a discount rate equal to the Treasury Rate as of such date plus X basis points; over (b) such principal amount.

Mandatory Prepayments:

(a) Mandatory prepayment of an amount of the principal plus outstanding interest must be made if the Borrower and the Buyer consummate the transactions contemplated by the Agreement and the Ancillary Agreements and contemporaneously with the Closing, or

(b) Mandatory prepayment (to be paid to the Administrative Agent for the benefit of the Lender as liquidated damages and compensation for the costs of being prepared to make funds available with respect to the Loan) at par plus accrued and unpaid interest plus the Make-Whole Premium must be made if the Agreement is terminated for any reason or the Loans are paid prior to the second anniversary of the Issuance Date (other than a repayment under clause (a) above) or the commencement of any bankruptcy or insolvency proceeding, but in any event including any such repayment in connection with (v) a change of control, (w) an acceleration of the obligations as a result of

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| | the occurrence of an event of default, (w) foreclosure and sale of, or collection of, the collateral, (x) sale of the collateral in any insolvency proceeding, (y) the restructure, reorganization, or compromise of the obligations under the Loan Documentation by the confirmation of a plan of reorganization or any other plan of compromise, restructure, or arrangement in any insolvency proceeding, or (z) the termination of the Loan Documentation for any reason. In the event the Loan is accelerated (including as a result of a bankruptcy or insolvency event), the Make Whole Premium shall be calculated as though the Loan had been repaid in full on the date of acceleration and the Make Whole Premium shall be included as part of the Lenders secured claim. |
| Affirmative Covenants: | Such affirmative covenants that are acceptable to Oaktree. |
| Negative Covenants: | Such negative covenants that are acceptable to Oaktree, with the understanding that the Borrower's flexibility will be extremely constrained with no non-ordinary course transactions permitted without lender consent. |
| Events of Default: | Such events of default that are acceptable to Oaktree. |
| Loan Documentation: | The documentation governing the Loan will be consistent with this term sheet and otherwise acceptable to Oaktree (the "Loan Documentation"). The Loan Documentation will be prepared by counsel to Oaktree. |
| Governing Law and Jurisdiction: | The Loan Documentation will be governed by New York law. |

# Annex A

## Interim Asset Allocation Guidelines

## [REDACTED]