

Exhibit A

Redacted Stock Purchase Agreement

Please see attached.

STOCK PURCHASE AGREEMENT

by and between

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

and

EVERLY HOLDINGS, LLC

Dated as of December 9, 2021

Table of Contents

	<u>Page</u>
ARTICLE I DEFINITIONS	2
Section 1.01 Certain Terms; Construction.....	2
ARTICLE II PURCHASE AND SALE	15
Section 2.01 Purchase and Sale of Shares	15
Section 2.02 Closing	15
Section 2.03 Purchase Price; Calculation and Payment of Closing Consideration	15
Section 2.04 No Set-off.....	17
Section 2.05 Withholding	17
ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER.....	17
Section 3.01 Corporate Status.....	17
Section 3.02 Corporate and Governmental Authorization.....	17
Section 3.03 Non-Contravention	18
Section 3.04 Capitalization; Title to Purchased Stock.....	19
Section 3.05 Company; Ownership Interests.....	19
Section 3.06 Financial Statements; Accounting Controls.....	20
Section 3.07 No Undisclosed Material Liabilities	21
Section 3.08 Absence of Certain Changes.....	21
Section 3.09 Material Contracts.....	21
Section 3.10 Properties	23
Section 3.11 Intellectual Property; IT Systems.....	23
Section 3.12 Privacy	24
Section 3.13 Litigation.....	25
Section 3.14 Compliance with Laws; Licenses and Permits	25
Section 3.15 Environmental Matters.....	26
Section 3.16 Taxes	27
Section 3.17 Product Tax Representations	29
Section 3.18 Insurance	30
Section 3.19 Transactions with Affiliates.....	30
Section 3.20 Insurance Regulatory Matters.....	30
Section 3.21 Producers.....	32
Section 3.22 Finders' Fees.....	33
Section 3.23 Employee Matters	33
Section 3.24 Actuarial Report; Reserves	33
Section 3.25 Books and Records	34
Section 3.26 Reinsurance.....	34
Section 3.27 Investment Assets	35
Section 3.28 No Other Representations and Warranties; Schedules	36

Table of Contents
(continued)

	<u>Page</u>
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	36
Section 4.01 Corporate Status.....	36
Section 4.02 Corporate and Governmental Authorization.....	36
Section 4.03 Non-Contravention	37
Section 4.04 Adequate Funds	37
Section 4.05 Solvency.....	38
Section 4.06 Purchase for Investment.....	38
Section 4.07 Litigation.....	38
Section 4.08 Regulatory.....	38
Section 4.09 Finders' Fees.....	39
Section 4.10 No Additional Representations; Inspection	39
ARTICLE V CERTAIN COVENANTS	39
Section 5.01 Conduct of the Business.....	39
Section 5.02 Access to Information; Confidentiality; Books and Records	41
Section 5.03 Governmental Approvals	44
Section 5.04 Further Assurances.....	45
Section 5.05 Public Announcements	46
Section 5.06 Insurance	46
Section 5.07 Intercompany Obligations.....	47
Section 5.08 Third Party Consents; Assignment of Contracts.....	47
Section 5.09 Transition; [REDACTED] Administrative Services Agreement.....	47
Section 5.10 Employee Non-Solicit.....	48
Section 5.11 Use of Names and Marks; Company Website	49
Section 5.12 Electronic Data Room.....	49
Section 5.13 Seller Confidentiality Agreements.....	49
Section 5.14 Exclusivity	50
Section 5.15 Release	50
Section 5.16 Assets; Real Property.....	50
[REDACTED]	
Section 5.18 Compliance with Law	51
[REDACTED]	
ARTICLE VI TAX MATTERS.....	51
Section 6.01 Liability for Taxes.....	51
Section 6.02 Tax Returns	52
Section 6.03 Tax Contests.....	54
Section 6.04 Cooperation.....	54
Section 6.05 Tax Sharing Agreements.....	55
Section 6.06 Treatment of Liquidation Claims.....	56
Section 6.07 Other Tax Matters	57

Table of Contents
(continued)

	<u>Page</u>
ARTICLE VII CONDITIONS PRECEDENT.....	57
Section 7.01 Conditions to Obligations of Purchaser and Seller	57
Section 7.02 Conditions to Obligations of Purchaser	57
Section 7.03 Conditions to Obligations of Seller.....	58
 ARTICLE VIII CLOSING DELIVERABLES.....	 59
ARTICLE IX TERMINATION.....	60
Section 9.01 Termination.....	60
Section 9.02 Effect of Termination.....	61
 ARTICLE X INDEMNIFICATION.....	 61
Section 10.01 Indemnification by Seller.....	61
Section 10.02 Indemnification by Purchaser	62
Section 10.03 Certain Limitations	62
Section 10.04 Indemnification Procedures	63
Section 10.05 Effect of Investigation.....	64
Section 10.06 Tax Treatment of Indemnification Payments	64
Section 10.07 Survival of Representations, Warranties and Covenants.....	64
Section 10.08 Exclusive Remedies	64
 ARTICLE XI MISCELLANEOUS	 65
Section 11.01 Notices	65
Section 11.02 Amendment; Waivers, etc.....	66
Section 11.03 Expenses	66
Section 11.04 Governing Law, etc.....	66
Section 11.05 Successors and Assigns.....	67
Section 11.06 Entire Agreement	67
Section 11.07 Severability	67
Section 11.08 Counterparts; Effectiveness; Third Party Beneficiaries.....	67
Section 11.09 Specific Performance	68
Section 11.10 No Other Representations and Warranties; Due Investigation	68
Section 11.11 Legal Representation; Privilege.....	69

Schedules

Purchaser Disclosure Schedule
Seller Disclosure Schedule

Exhibits

Exhibit B  Form of Transition Services Agreement

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of December 9, 2021 (this “Agreement”), is made by and among NATIONAL GUARDIAN LIFE INSURANCE COMPANY, a Wisconsin mutual insurance company (“Seller”) and Everly Holdings, LLC, a Delaware limited liability company (“Purchaser”). Capitalized terms used herein shall have the meanings assigned to such terms in the text of this Agreement or in Section 1.01.

RECITALS:

A. Seller owns all of the outstanding capital stock (the “Purchased Stock”) of Settler’s Life Insurance Company, a Wisconsin stock insurance company (the “Company”);

B. Upon the terms and subject to the conditions set forth in this Agreement, Seller desires to sell the Purchased Stock to Purchaser, and Purchaser wishes to purchase the Purchased Stock from Seller (the “Stock Purchase”);

C. Prior to the Closing, Seller intends to transition the administration of the Business (other than the Seller-Administered Policies) to [REDACTED]

D. In connection with the sale of the Purchased Stock, Seller and Purchaser wish to enter into a transition services agreement substantially in the form attached hereto as Exhibit B pursuant to which Seller or its Affiliates (other than the Company) will provide certain services related to the Business and not covered by the [REDACTED], on a transitional basis, to Purchaser or its Affiliates, including the Company (the “Transition Services Agreement”);

E. In connection with the sale of the Purchased Stock, Seller and Purchaser (or their respective affiliates) will enter into an administrative services agreement (the “Administrative Services Agreement”), in a form reasonably acceptable to both Seller and Purchaser, pursuant to which Seller or its Affiliates (other than the Company) will provide administrative services with respect to all policies of the Company not subject to the [REDACTED] (the “Seller-Administered Policies”) and the Business in its entirety in the circumstances provided in Section 5.09(c)(ii);

F. On the date hereof, Seller and [REDACTED] (“[REDACTED]” or the “Reinsurer”) are entering into a coinsurance and funds withheld coinsurance agreement (the “Coinsurance Agreement”) pursuant to which Seller will cede or retrocede to Reinsurer certain liabilities described therein; and

G. In connection with the Coinsurance Agreement Seller and the Reinsurer will also enter into a security trust agreement (the “Security Trust Agreement”) to provide additional security for the payment of certain amounts due to Seller under the Coinsurance Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I

Definitions

Section 1.01 Certain Terms; Construction.

(a) Certain Terms. The following terms have the respective meanings given to them below:

“Acquisition Proposal” has the meaning set forth in Section 5.13.

“Actuarial Report” has the meaning set forth in Section 3.24(a).

“Additional Leakage” has the meaning set forth in Section 2.03(a).

“Additional Leakage Statement” has the meaning set forth in Section 2.03(a).

“Administrative Services Agreement” has the meaning set forth in the Recitals.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such Person.

“Agreement” has the meaning set forth in the Preamble.

“Alternate Bidder” has the meaning set forth in Section 5.13.

“Ancillary Agreements” means the Transition Services Agreement, the Coinsurance Agreement, the Security Trust Agreement and the Administrative Services Agreement.

“Anti-Money Laundering Laws” has the meaning set forth in Section 3.14(d).

“Asserted Liability” has the meaning set forth in Section 10.04(b).

“Assets” has the meaning set forth in Section 3.10(a).

“Balance Sheet Date” means December 31, 2020.

“Base Purchase Price” has the meaning set forth in Section 2.03(a).

“Basket” has the meaning set forth in Section 10.03(a).

“Books and Records” means all records (including computer-generated, recorded or stored records) that are in the possession or control of Seller or its Affiliates (including the Company) to the extent related to the Company or the Business, including (a) all Permits held by the Company (b) all organizational, corporate and ownership records of the Company.

“Burdensome Condition” has the meaning set forth in Section 5.03(c).

“Business” means the business of administering and servicing outstanding policies insured, reinsured, or administered by the Company as of the date of this Agreement.

“Business Day” means any day that is not (i) a Saturday, (ii) a Sunday or (iii) any other day on which commercial banks are authorized or required by Law to be closed in the City of New York.

“Cap” has the meaning set forth in Section 10.03(a).

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136), or any other law or executive order or executive memo (including the Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, dated August 8, 2020) intended to address the economic consequences of Coronavirus.

“Claims Notice” has the meaning set forth in Section 10.04(a).

“Closing” has the meaning set forth in Section 2.02.

“Closing Date” has the meaning set forth in Section 2.02.

“Closing Statement” has the meaning set forth in Section 2.03(b).

“Code” means the Internal Revenue Code of 1986, as amended.

“Coinsurance Agreement” has the meaning set forth in the Recitals.

“Coinsured Policies” has the meaning set forth in the Recitals.

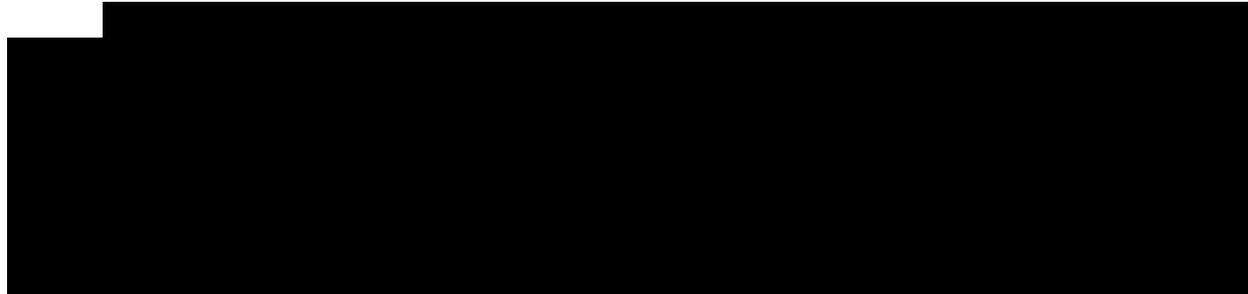
“Company” means Settler’s Life Insurance Company.

“Company Securities” has the meaning set forth in Section 3.05(b).

“Confidentiality Agreement” has the meaning set forth in Section 5.02(e).

“Consolidated or Combined Return” means any Tax Return of any Consolidated Tax Group.

“Consolidated Tax Group” means any consolidated, combined, affiliated or unitary tax group that includes Seller or any Affiliate of Seller (other than the Company), on the one hand, and the Company, on the other hand.





“Consumer Privacy Information” has the meaning set forth in Section 3.12(a).

“Contagion Event” means (i) the outbreak of epidemic or pandemic (including COVID-19) or the continuation, escalation or material worsening thereof, and (ii) any changes in applicable Law in response to the foregoing, in each case, whether in place currently or adopted or modified hereafter, including any quarantine, “shelter in place,” “stay at home,” social distancing, shut down or closure.

“Contagion Protocol” means any action or omission arising from, in response to or otherwise related to a Contagion Event that is required by applicable Law.

“Control” means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled,” “Controlled by,” “under common Control with” and “Controlling” shall have correlative meanings.

“COVID-19” means SARS-CoV-2 or COVID-19.

“D&O Indemnitees” has the meaning set forth in Section 5.06(b).

“Dispute Notice” has the meaning set forth in Section 6.05(c).

“Disputed Item” has the meaning set forth in Section 6.05(c).

“Electronic Data Room” means the electronic data room named 



“End Date” has the meaning set forth in Section 9.01(b)(i).

“Enforceability Exceptions” has the meaning set forth in Section 3.02(a).

“Environmental Law” means any Law regulating or relating to pollution or the protection of natural resources, the environment or human health as it relates to pollution.

“ERISA” means the Employee Retirement Income Security Act of 1974.

[REDACTED]

[REDACTED]

“Financial Statements” has the meaning set forth in Section 3.06(a).

“Foley” has the meaning set forth in Section 11.11.

“Full Transition Plan” has the meaning set forth in Section 5.09.

“Future Financial Statements” has the meaning set forth in Section 5.02(g).

“GAAP” means United States generally accepted accounting principles.

“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 and any self-regulatory organization.

“Governmental Order” means any order, writ, judgment, injunction, declaration, decision, decree, stipulation, determination, award, agreement or permitted practice entered by or with any Governmental Authority.

“Hazardous Substance” means (i) any petroleum or petroleum products, asbestos, urea formaldehyde insulation or polychlorinated biphenyls and (ii) any material or substance regulated as toxic or hazardous under any applicable Environmental Law.

“Indebtedness” mean

[REDACTED]

“Indemnified Party” has the meaning set forth in Section 10.04(a).

“Indemnifying Party” has the meaning set forth in Section 10.04(a).

“Independent Accountant” means a partner at [REDACTED] or, if no partner at such firm is willing or able to serve in such capacity, a partner in another nationally recognized independent registered public accounting firm appointed by mutual agreement of Purchaser and Seller.

“Initial Transition Plan” has the meaning set forth in Section 5.09.

“Insurance Contract” means any contract or policy of insurance or annuity, binder, slip, rider, amendment, application, endorsement or certificate, and forms with respect thereto, including any pre-need or final expense insurance policy, variable, fixed, indexed or payout annuity, guaranteed investment contract, synthetic guaranteed investment contract and any other insurance policy or insurance or annuity contract or certificate issued or reinsured by or novated to the Company.

“Insurance Law” means all applicable requirements relating to the underwriting, pricing, sale, issuance, marketing, advertising and administration of insurance products (including licensing and appointments) and all Laws regulating the business and products of insurance and the ownership and control of insurance companies, and all applicable decrees, orders and directions of insurance regulatory authorities.

“Insurance Producer” means an insurance agent, insurance broker, insurance intermediary, general agent, managing general agent, third party administrator, securities broker or dealer or insurance agency or any other Person responsible for marketing or producing the Insurance Contracts.

“Insurance Representative” has the meaning set forth in Section 3.21.

“Intellectual Property” means all intellectual property rights in any jurisdiction throughout the world, including, patents and patent applications; trademarks, service marks, logos, trade names and internet domain names (and all registrations and applications therefor); copyrights and copyrightable works (and all registrations and applications therefor); rights in computer software, data and databases; technology, know-how, inventions (whether or not patentable) and trade secrets, in each case, to the extent protectable by applicable Law.

“Intercompany Contract” means any agreement between (a) the Company or any of its directors or officers, on the one hand, and (b) Seller or any of its Affiliates (other than the Company) or any of their respective directors, officers or employees, on the other hand, but in all cases excluding any Ancillary Agreement.

“Interim Financial Statements” has the meaning set forth in Section 3.06(a).

“IRS” means the Internal Revenue Service.

“IT Systems” means the hardware, data communication lines, network and telecommunications equipment and other information technology equipment, owned, leased or licensed and controlled by the Company.

“Investment Assets” means assets held for investment owned by the Company, or held pursuant to any treaty or agreement of reinsurance or retrocession, including bonds, notes, debentures, mortgage loans, collateral loans, all other instruments of indebtedness, stocks, partnership or joint venture interests and all other equity interests, certificates issued by or interests in trusts and derivatives.

[REDACTED]

“Knowledge” means (a) with respect to Seller, the actual knowledge, after reasonable inquiry of the Persons specified in Section 1.01(a)(i) of the Seller Disclosure Schedule (b) with respect to Purchaser, the actual knowledge, after reasonable inquiry, of the Persons listed in Section 1.01(a)(i) of the Purchaser Disclosure Schedule.

“Laws” has the meaning set forth in Section 3.14(a).

“Leakage” means [REDACTED]

“Leakage Claim Dispute” has the meaning set forth in Section 2.03(d).

“Leakage Dispute Notice” has the meaning set forth in Section 2.03(d).

“Lien” means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, lease, 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 or otherwise, in law or in equity.

“Lockbox Date” means March 31, 2021.

“Losses” means any and all damages, judgments, awards, liabilities, losses, obligations, Taxes, claims of any kind or nature, fines and costs and expenses (including reasonable fees and expenses of attorneys, auditors, consultants and other agents); provided that in no event shall Losses include any amounts constituting punitive damages, except to the extent such punitive damages are awarded, paid or payable to a third party.

“Material Adverse Effect” means any event, change, occurrence fact or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on (a) the business, assets, condition (financial or otherwise) or results of operations of the Company, taken as a whole or (b) the ability of Seller to perform its material obligations under this Agreement and the Ancillary Agreements, but, in the case of clause (a), excluding any such event, change, occurrence, fact or circumstance resulting from any of the following, individually or in the aggregate: (i) any change or effect required by a Contagion Protocol, (ii) any change in economic conditions generally or capital and financial markets generally, including changes in interest or exchange rates, (iii) any change generally affecting the participants in the industry in which the Business operates or in which products of the Business are sold, used or distributed, (iv) any change in Laws, SAP or GAAP, applicable to the Business or the interpretation thereof after the date of this Agreement, (v) conditions in jurisdictions in which the Business operates, including hostilities, riots, protests, acts of war, sabotage, terrorism or military actions, or any escalation or worsening of any of the foregoing, (vi) any declaration of martial law, quarantine or similar directive, policy or guidance or action by a Governmental Authority, (vii) 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, Purchaser, (viii) any action taken by Purchaser or any of its Affiliates or any of their respective agents or Representatives, (ix) any effects of catastrophic events, weather, hurricane, flood, tornado, earthquake or other natural disaster, any national or international political, social or global health conditions, including any force majeure event, (x) any actions required to be taken or omitted pursuant to this Agreement, (xi) the failure of the Business to achieve any financial projections or forecasts (other than the facts underlying any such failure), or (xii) any change or development (or threatened change or development) in the credit, financial strength or other ratings of Seller and its Affiliates (other than the facts underlying any such change); provided, further, that with respect to clauses (ii), (iii), (iv), (v), (vi) and (ix), such change or effect shall be taken into account in determining whether a Material Adverse Effect has occurred solely to the extent such change or effect is disproportionately adverse with respect to the Company or the Business as compared to life insurance companies operating in the United States that issued insurance policies with similar features and risks as the policies issued in connection with the Business.

“Material Contract” has the meaning set forth in Section 3.09(b).

“Materials” has the meaning set forth in Section 5.11(c).

“Milliman” has the meaning set forth in Section 3.24(a).

“OCI” has the meaning set forth in Section 3.06(a).

“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 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.

“Owned Intellectual Property” has the meaning set forth in Section 3.11(a).

“Owned Real Property” means that certain real property located at [REDACTED], together with all improvements and fixtures presently or hereafter located thereon or attached or appurtenant thereto.

“Permits” has the meaning set forth in Section 3.14(c).

“Permitted Leakage” means [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Permitted Liens” (i) Liens for Taxes, assessments, governmental levies, fees or charges that are not yet due and payable, or due and payable but not delinquent, or the amount or validity of which is being contested in good faith by appropriate proceedings and adequate reserves in respect thereof have been established in accordance with SAP, (ii) mechanics’, carriers’, workers’, repairers’ and similar statutory liens arising or incurred in the ordinary course of business consistent with past practice for amounts that are not delinquent or are being contested in good faith and that would not, individually or in the aggregate, be materially adverse to the Business and (iii) any Lien that is expressly disclosed in Section 1.01(a)(iv) of the Seller Disclosure Schedule.

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

[REDACTED]

[REDACTED]

“Prime Rate” means, as of any date of determination, the rate (or average of the rates, if more than one rate) reported in the Wall Street Journal (or, if the Wall Street Journal no longer publishes such rate, a reasonably comparable publication or source).

[REDACTED]

“Product Tax Rules” has the meaning set forth in Section 3.17(a).

“Proof of Claim” has the meaning set forth in Section 5.17.

“Purchase Price” has the meaning set forth in Section 2.03(a).

“Purchased Stock” has the meaning set forth in the Recitals.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Disclosure Schedule” means the letter, dated as of the date of this Agreement, delivered by Purchaser to Seller concurrently with the execution of this Agreement and identified as the Purchaser Disclosure Schedule.

“Purchaser Fundamental Representations” has the meaning set forth in Section 7.03(a).

“Purchaser Indemnitees” has the meaning set forth in Section 10.01.

“Reinsurance Agreement” has the meaning set forth in Section 3.26(a).

“Reinsurer” has the meaning set forth in the Recitals.

“Representatives” means counsel, financial advisors, auditors, actuarial consultants and other authorized representatives.

“Required Approvals” has the meaning set forth in Section 6.05(c).

“Reserves” means the statutory reserves of the Company with respect to the Insurance Contracts.

“Resignations” means the resignations of all directors and officers of the Company, effective as of the Closing Date.

“Resolution Period” has the meaning set forth in Section 6.05(c).

“Sanctions” means any sanctions (including economic or financial sanctions or trade embargos) or other similar restriction or penalty imposed or administered or enforced from time to time by the Office of Foreign Assets Control at the U.S. Department of the Treasury or any other Governmental Authority that has the authority to impose or administer sanctions on Seller and the Company or Purchaser, as applicable.

“SAP” means, for any Person, the statutory accounting principles and practices prescribed or permitted by the insurance Governmental Authority of the jurisdiction of domicile of such Person as in effect at the relevant time.


“Scheduled Investment Assets” has the meaning set forth in Section 3.27(a).

“Security Trust Agreement” has the meaning set forth in the Recitals.

“Seller” has the meaning set forth in the Preamble.

“Seller-Administered Policies” has the meaning set forth in the Recitals.

“Seller Disclosure Schedule” means the letter, dated as of the date of this Agreement, delivered by Seller to Purchaser concurrently with the execution of this Agreement and identified as the Seller Disclosure Schedule.

“Seller Fundamental Representations” has the meaning set forth in Section 7.02(a).

“Seller Indemnitees” has the meaning set forth in Section 10.02.

“Seller’s Marks” means any trademarks or service marks, trade names, service names, domain names or logos owned by Seller and any of its Affiliates and which will continue to be owned by Seller and any of its Affiliates (other than the Company), or any confusingly similar mark, name or logo that were or are used in the Business.

“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 in respect of both the Business and any other business of Seller and its Affiliates (other than the Company).

“Shares” has the meaning set forth in Section 2.01.

“Specified Data” has the meaning set forth in Section 3.24(a).

“Stock Purchase” has the meaning set forth in the Recitals.



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

“Tail Policies” has the meaning set forth in Section 5.06.

“Tax” or “Taxes” means (i) all income, premium, excise, retaliatory, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, stamp taxes or other taxes (whether payable directly or by withholding) imposed by any Tax Authority, together with any interest and any penalties thereon or additional amounts with respect thereto and (ii) any liability for the payment of amounts determined by reference to amounts described in clause (i) as a result of being or having been a member of any group of corporations that files, will file or has filed Tax Returns on a combined, consolidated, unitary or similar basis, as a result of any obligation under any agreement or arrangement (including the Tax Sharing Agreement), or as a result of being a transferee or successor, or by contract (other than contracts, such as leases, entered into in the ordinary course of business that primarily concern matters other than Taxes).

“Tax Attributes” means net operating loss carryovers, loss from operations, capital loss carryovers, foreign tax credits, and general business credits.

“Tax Authority” means any Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax.

“Tax Return” means all returns, reports and claims for refunds (including elections, declarations, disclosures, schedules and information returns) required to be supplied to a Tax Authority relating to Taxes and, in each case, any amendments thereto.

“Tax Sharing Agreement” means the tax sharing agreement regarding consolidated U.S. federal income Tax liability and benefits between Seller and the other members of Seller’s consolidated Tax group, entered into as of January 1, 2001.

“Termination Fee” means [REDACTED].

“Third Party Claimant” has the meaning set forth in Section 10.04.



“Transition Plans” has the meaning set forth in Section 5.09.

“Transition Services Agreement” has the meaning set forth in the Recitals.

“Transition Work Group” has the meaning set forth in Section 5.09.

“Treasury Regulations” means the regulations prescribed under the Code.

(b) Construction. As used in this Agreement, references to the following terms have the meanings indicated:

(i) to the Preamble or to the Recitals, Sections, Articles, Exhibits or Schedules are to the Preamble or a Recital, Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise clearly indicated to the contrary;

(ii) to any contract (including this Agreement) or “organizational document” (including “Organizational Documents”) are to the contract or organizational document as amended, modified, supplemented or replaced from time to time, unless otherwise clearly indicated to the contrary;

(iii) to any Law are to such Law as amended, modified, supplemented or replaced from time to time and all rules and regulations promulgated thereunder, and to any section of any Law include any successor to such section;

(iv) to any Governmental Authority include any successor to the Governmental Authority;

(v) to any “copy” of any contract or other document or instrument are to a true and complete copy thereof;

(vi) to “hereof,” “herein,” “hereunder,” “hereby,” “herewith” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or clause of this Agreement, unless otherwise clearly indicated to the contrary;

(vii) to the “date of this Agreement” and words of similar import refer to December 9, 2021; and

(viii) to “this Agreement” includes the Exhibits and Schedules (including the Purchaser Disclosure Schedule and the Seller Disclosure Schedule) to this Agreement.

(ix) Any statement that a document or agreement has been “delivered,” “provided” or “made available” to Purchaser means that such document or agreement has been posted to the Electronic Data Room no later than three (3) Business Days prior to the date of this Agreement.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. All pronouns and variations of pronouns will be deemed to refer to the feminine, masculine or neuter, singular or plural, as the identity of the Person referred to may require. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(d) Whenever the last day for the exercise of any right or the discharge of any duty under this Agreement falls on a day other than a Business Day, the party having such right or duty shall be allowed until the end of the next Business Day to exercise such right or discharge such duty. Unless otherwise indicated, the word “day” shall be interpreted as a calendar day. With respect to any determination of any period of time, unless otherwise set forth herein, the word “from” means “from and including” and the word “to” means “to but excluding.”

(e) The table of contents and headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(f) References to a “party” hereto mean Seller or Purchaser and references to “parties” hereto mean Seller and Purchaser unless the context otherwise requires.

(g) References to “dollars” or “\$” mean United States dollars, unless otherwise clearly indicated to the contrary.

(h) The parties have participated jointly in the negotiation and drafting of this Agreement; consequently in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(i) Any requirement to provide “access” or “cooperate” (or derivative forms of those and other similar terms) shall be construed in light of limitations imposed by any applicable Contagion Protocol.

(j) No summary of this Agreement prepared by or on behalf of any party shall affect the meaning or interpretation of this Agreement.

(k) All capitalized terms used without definition in the Schedules (including the Purchaser Disclosure Schedule and the Seller Disclosure Schedule) to this Agreement shall have the meanings ascribed to such terms in this Agreement.

ARTICLE II

Purchase and Sale

Section 2.01 Purchase and Sale of Shares. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all of the issued and outstanding shares of capital stock of the Company as of the Closing Date (the “Shares”), free and clear of all Liens (other than restrictions on transfer imposed by federal and state insurance and securities Laws).

Section 2.02 Closing. The consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place remotely via the electronic exchange of documents and signatures or via such other method as the parties may mutually agree at 9:00 a.m., Madison, Wisconsin time, on (i) the last Business Day of the month during which the last of the conditions set forth in Article IV (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time) is satisfied or waived by the party entitled to waive the same; provided that if the date the last of the conditions is satisfied or waived is less than three (3) Business Days prior to the last day of such month, then the Closing shall take place on the last Business Day of the following month; or (ii) such other date as Seller and Purchaser may mutually agree in writing. The date on which the Closing occurs is referred to herein as the “Closing Date.” The parties hereto agree that effectiveness of the Closing shall be as of 11:59 p.m., Madison, Wisconsin time, on the Closing Date.

Section 2.03 Purchase Price; Calculation and Payment of Closing Consideration.

(a) The aggregate purchase price consideration to be paid for all of the Shares is (i) \$ 70,000,000 dollars (the “Base Purchase Price”) minus (ii) Leakage (the “Purchase Price”).

(b) No later than three (3) Business Days prior to the anticipated Closing Date, Seller shall deliver to Purchaser a statement (the “Closing Statement”) setting forth the aggregate amount of Leakage paid or accrued by the Company and the net Purchase Price.

(c) From time to time during the [REDACTED] following the Closing, to the extent Purchaser becomes aware of any Leakage that was not included in the Closing Statement (the “Additional Leakage”), Purchaser may prepare and deliver to Seller a statement setting forth its good faith determination of such Additional Leakage, together with reasonable supporting documentation and detail of such calculations (the “Additional Leakage Statement”). Purchaser and Seller agree that no claim for Additional Leakage shall be made by Purchaser (i) until the amount of such Additional Leakage equals or exceeds [REDACTED] in the aggregate or (ii) after [REDACTED] following the Closing. Seller shall pay by wire transfer of immediately available funds to an account or accounts designated by Purchaser an amount in cash equal to the undisputed Additional Leakage, as soon as practicable but no later than five (5) Business Days

after such statement is received by Seller from Purchaser. For the avoidance of doubt, any payment made to Purchaser pursuant to this Section 2.03(c) shall be regarded as an adjustment to the Purchase Price.

(d) In the event that Seller disputes a claim for Additional Leakage by Purchaser (a “Leakage Claim Dispute”), Seller shall deliver to Purchaser a written notice of disagreement (a “Leakage Dispute Notice”) within fifteen (15) Business Days after Purchaser’s claim for Additional Leakage, which Leakage Dispute Notice shall describe the nature of such disagreement in reasonable detail and identify the dollar amount of such disagreement. If a Leakage Dispute Notice is not delivered to Purchaser within fifteen (15) Business Days following the date on which Purchaser delivers to Seller an Additional Leakage Statement, the Additional Leakage Statement shall be final, binding and non-appealable by the parties. Seller and Purchaser shall attempt to resolve in good faith all Leakage Claim Disputes for a period of fifteen (15) Business Days (or such longer period as may be agreed by Purchaser and Seller) after Purchaser’s receipt of the Leakage Dispute Notice. If Purchaser and Seller are unable to resolve the Leakage Claim Dispute, Purchaser and Seller shall jointly retain the Independent Accountant to resolve such disagreements. Purchaser and Seller shall jointly enter into a customary engagement letter with the Independent Accountant in connection with the retention of such Independent Accountant. The Independent Accountant shall consider only those items and amounts set forth in the applicable claim for Additional Leakage and Leakage Dispute Notice as to which Seller and Purchaser have disagreed within the time periods and on the terms specified above and shall resolve such matters in accordance with the terms and provisions of this Agreement. In resolving such matters, the Independent Accountant shall be acting as an accounting expert only and not as an arbitrator and shall not import or take into account usage, custom or other extrinsic factors. To the extent permitted by the engagement letter with the Independent Accountant, each of Purchaser and Seller may furnish to the Independent Accountant such information and documents as they deem relevant, with copies of such submission and all such documents and information being concurrently given to the other party. The Independent Accountant shall resolve each item of disagreement based solely on the supporting material provided by the parties and not pursuant to any independent review and may not assign a value to any particular item greater than the greatest value for such item claimed by either party or less than the lowest value for such item claimed by either party, in each case as presented to the Independent Accountant. The Independent Accountant shall issue a detailed written report that sets forth the resolution of the Leakage Claim Dispute. The determinations by the Independent Accountant solely as to the amount of the item or items in dispute and the resulting payment due and owing hereunder shall be in writing and shall be final, binding, non-appealable and conclusive 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. The fees, costs and expenses of the Independent Accountant shall be borne by the party whose aggregate position with respect to any matters in dispute is further from the Independent Accountant’s final determination. The Leakage Claim Dispute and all related matters and proceedings shall be treated as confidential among Seller, Purchaser and the Independent Accountant.

(e) Within five (5) Business Days after the Additional Leakage Statement is finalized pursuant to this Article II, Seller shall pay to Purchaser by wire transfer of immediately available funds to an account designated in writing by Purchaser an amount equal to the sum of

any Additional Leakage reflected in such finally determined Additional Leakage Statement not previously paid pursuant to Section 2.03(c).

Section 2.04 No Set-off. From and after the Closing, neither Seller nor any of its Affiliates, on the one hand, nor Purchaser nor any of its Affiliates, on the other hand, shall have any set-off or other similar rights with respect to (a) any of the funds to be received by such party or its Affiliates pursuant to this Agreement or any Ancillary Agreement or (b) any other amounts claimed to be owed to the other party hereto or its Affiliates arising out of this Agreement or any Ancillary Agreement.

Section 2.05 Withholding. Purchaser, its Affiliates, and any agents thereof shall be entitled to deduct and withhold Tax from the payment of the Purchase Price under this Agreement to the extent required by applicable Law; provided, that Purchaser shall use commercially reasonable efforts to provide Seller reasonable advance notice prior to withholding from any non-compensatory payment hereunder. Any amounts so withheld shall be treated as received by the Person subject to withholding to the extent such amounts are promptly remitted to the appropriate Tax Authority. Purchaser and the relevant Person subject to withholding shall cooperate in good faith with each other to eliminate or mitigate any required withholding under applicable Law with respect to a non-compensatory payment under this Agreement.

ARTICLE III

Representations and Warranties of Seller

Except as set forth in the Seller Disclosure Schedule (it being understood that any information contained therein will qualify and apply to the representations and warranties in this Article III to which the information is stated as referring, and will qualify and apply to other representations and warranties in this Article III to the extent that it is reasonably apparent upon reading such information that such disclosure also qualifies or is responsive to such other representations and warranties), Seller represents and warrants to Purchaser, as of the date of this Agreement and as of the Closing Date, as follows:

Section 3.01 Corporate Status. Seller is a corporation duly organized and validly existing under the Laws of the State of Wisconsin, has not filed a plan or articles of dissolution with the OCI, and has all requisite corporate power and authority to carry on its business as conducted on the date of this Agreement.

Section 3.02 Corporate and Governmental Authorization.

(a) Seller 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 applicable Ancillary Agreements by Seller, the performance of Seller and 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. Seller has duly executed and delivered this Agreement and, on the Closing Date, it or its Affiliates, as the case may be, will have duly executed and delivered the

Ancillary Agreements. This Agreement constitutes, and the Ancillary Agreements when so executed and delivered will constitute, the legal, valid and binding obligation of Seller or its Affiliates, as the case may be, enforceable against Seller or its Affiliates, as the case may be, 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) (the "Enforceability Exceptions").

(b) Each Affiliate of Seller executing any Ancillary Agreement has all requisite corporate or other power and authority to execute and deliver the Ancillary Agreements to which it is or will be a party, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery of such Ancillary Agreements, the performance of any Affiliate of Seller and such Affiliate's obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by all requisite corporate or other action of such Affiliate.

(c) Except as may result from any facts or circumstances solely relating to Purchaser or its Affiliates (as opposed to any other third party), the execution, delivery and performance of this Agreement and the Ancillary Agreements by Seller and its Affiliates, as applicable, 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 (i) any filings under Insurance Laws set forth in Section 3.02(b) of the Seller Disclosure Schedule and (ii) any actions or filings under Laws (other than Insurance Laws), the absence of which would not be, individually or in the aggregate, materially adverse to Seller or materially impair or delay the ability of Seller or its Affiliates to perform their respective obligations under this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby.

Section 3.03 Non-Contravention. The execution and delivery of this Agreement and the Ancillary Agreements by Seller and its Affiliates, as applicable, and the performance of its and their obligations hereunder and thereunder do not and will not (a) conflict with or breach any provision of the Organizational Documents of Seller, its Affiliates, as applicable, or the Company, (b) materially impair or delay the ability of Seller or its Affiliates to perform their respective obligations under this Agreement or the Ancillary Agreements, (c) assuming compliance with the matters referred to in Section 3.02(b), conflict with or breach any provision of any applicable Law or other Governmental Order by which Seller, any of its Affiliates or the Company or any of their respective properties, rights or assets is bound or subject, (d) 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 a default under, or cause or permit termination, cancellation, acceleration suspension, limitation, amendment, modification, restriction, non-renewal, revocation, impairment, alteration, rights to receive additional payment under or other change of any right or obligation or the loss of any benefit under, any provision of a Material Contract or any material Permit of the Company or (e) result in the creation or imposition of any Lien other than Permitted Liens on any Assets.

Section 3.04 Capitalization; Title to Purchased Stock.

(a) Seller owns the Purchased Stock, beneficially and of record, free and clear of any Lien.

(b) Except as set forth in Section 3.04(b) of the Seller Disclosure Schedule, the Company has no Indebtedness. The Company has no outstanding bonds, debentures, notes or, other securities, the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the equityholders of the Company on any matter.

Section 3.05 Company; Ownership Interests.

(a) The Company is duly organized and validly existing under the Laws of the State of Wisconsin, has not filed a plan or articles of dissolution with the OCI, and has all powers required to carry on its business as conducted on the date of this Agreement. The Company (i) has all requisite corporate power and authority to own, lease or otherwise hold its assets and to carry on its business as currently conducted and (ii) 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 in the case of clause (ii) 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 Adverse Effect. The authorized, issued and outstanding shares of capital stock of the Company consists of 2,701,303 shares of common stock.

(b) All of the outstanding shares of capital stock of and other voting or equity interests in the Company have been duly authorized and validly issued, are fully paid and non-assessable and are owned beneficially and of record by Seller, free and clear of any Liens. Except as set forth in Section 3.05(a) of the Seller Disclosure Schedule, 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 or (iii) options or other rights or agreements, commitments or understandings of any kind to acquire from Seller or any of its Affiliates, or other obligation of Seller or any of its Affiliates to issue, transfer, settle or sell, any shares of capital stock of or other voting or equity or interests or securities of any kind in the Company or securities convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests or securities of any kind in the Company (the items in clauses (i), (ii) and (iii) being referred to collectively as the “Company Securities”). There are no outstanding rights or obligations of the Company to repurchase, redeem or otherwise acquire the Company Securities.

(c) Except for securities acquired in connection with ordinary course investment activities, which do not constitute greater than five percent (5%) of the voting or equity interests of any Person, the Company owns no 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 or other voting or equity interests in) any other Person.

(d) Seller has made available to Purchaser true, complete and correct copies of the Organizational Documents of the Company, in each case as amended and in effect on the date hereof. The Company is not the subject of any supervision, conservation, rehabilitation, liquidation, receivership, insolvency, bankruptcy or other proceeding, nor has the Company received any written notice from any Governmental Authority or other Person threatening to seek to initiate any such proceeding.

Section 3.06 Financial Statements; Accounting Controls.

(a) Seller has made available to Purchaser true, complete and correct copies of the following financial statements of the Company, together with the exhibits, schedules and notes thereto (collectively, the “Financial Statements”): (i) the audited annual statutory statement and unaudited filed annual statutory statement of the Company as of and for the annual periods ended December 31, 2019 and December 31, 2020 and (ii) the quarterly statutory statements of the Company as of and for the quarterly periods ended September 30, 2021, June 30, 2021 and March 31, 2021 (the “Interim Financial Statements”), in each case, as filed with the Office of the Wisconsin Commissioner of Insurance (the “OCI”). The Financial Statements have been derived from and are consistent with the Books and Records and have been prepared in accordance with applicable Law and 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, admitted assets, liabilities, capital and surplus and results of operations of the Company as of their respective dates and for the respective periods indicated thereby.

(b) The Company has designed and maintained systems of internal accounting controls sufficient to provide reasonable assurances that, in all material respects, (i) records are maintained in reasonable detail and accurately and fairly reflect the transactions and dispositions of the assets of the Company, (ii) all transactions are executed in accordance with management’s general or specific authorization, (iii) all transactions are recorded as necessary to permit the preparation of financial statements in conformity with SAP, (iv) access to its property and assets is permitted only in accordance with management’s general or specific authorization and (v) the recorded accountability for items is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences.

(c) No material deficiencies have been asserted by any Governmental Authority or external auditors of Seller or the Company with respect to any of the Financial Statements which has not been cured, waived or otherwise resolved to the material satisfaction of the Governmental Authority. The Company has not utilized any prescribed or permitted practices in the preparation of the Financial Statements.

(d) When delivered, the Future Financial Statements will be derived from and will be consistent with the Books and Records and will be prepared in accordance with applicable Law and SAP applied on a consistent basis (except as may be indicated in the notes thereto) and will present fairly in all material respects the statutory financial position, admitted assets, liabilities, capital and surplus and results of operations of the Company as of their respective dates and for the respective periods indicated thereby. The Future Financial Statements required to be filed or submitted to any Governmental Authority will be timely filed or submitted on forms

prescribed or permitted by such Governmental Authority. The Company will not utilize any prescribed or permitted practices in the preparation of the Future Financial Statements.

Section 3.07 No Undisclosed Material Liabilities. Except (a) for liabilities and obligations disclosed or reserved against in the Interim Financial Statements, (b) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Interim Financial Statements, (c) as set forth in Section 3.07 of the Seller Disclosure Schedule and (d) liabilities and obligations incurred in connection with the transactions contemplated hereby, since the date of the Interim Financial Statements, the Company has not incurred any material liabilities or obligations.

Section 3.08 Absence of Certain Changes. Since the Balance Sheet Date, except as otherwise contemplated by this Agreement (a) the business of the Company has been conducted in the ordinary course of business consistent with past practices, (b) there has been no event, occurrence, condition or change that, individually or in the aggregate, has resulted or would reasonably be expected to result in a Material Adverse Effect and (c) 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 Section 5.01.

Section 3.09 Material Contracts.

(a) Section 3.09(a) of the Seller Disclosure Schedule sets forth a true, complete and correct list, as of the date hereof, of all contracts that meet any of the following criteria (each, a "Material Contract"):

(i) any agreement to which the Company is a party and that (A) is entered into directly with a third party that is not Seller or any of its Affiliates and (B) either (x) gave rise to or is reasonably expected to give rise to payments on the part of the Company to the counterparty thereto in excess of \$100,000 in the aggregate during any 12-month period after January 1, 2020 or (y) is otherwise material to the operation of the Business as conducted on the date of this Agreement;

(ii) any agreement to which the Company is not a party but that (A) has been entered into by Seller or an Affiliate of Seller primarily for the benefit of the Business and (B) either (x) gave rise to or is reasonably expected to give rise to payments made by or allocated to the Company to the counterparty thereto in excess of \$250,000 in the aggregate during any 12-month period after January 1, 2020 or (y) is otherwise material to the operation of the Business as conducted on the date of this Agreement;

(iii) any agreement that is an enterprise-wide agreement entered into by Seller or an Affiliate of Seller not primarily for the benefit of the Business but under which applications or other services and licenses are made available to the Company that are material to the operation of the Business as conducted on the date of this Agreement;

(iv) any agreement that (A) limits the freedom of the Company to engage in or compete in any line of the Business or with any Person or in any area or that would so limit the freedom of Purchaser or its Affiliates or the Company after the Closing or (B)

contains exclusivity obligations or restrictions binding on the Company that would be binding on Purchaser or its Affiliates or the Company after the Closing; and

(v) any agreement under which (A) any Person has directly or indirectly guaranteed any liabilities or obligations of the Company or (B) the Company has directly or indirectly guaranteed any liabilities or obligations of any other Person;

(vi) any agreement or series of related agreements relating to the acquisition or disposition of any business, capital stock or assets of any other Person other than with respect to the Investment Assets in the ordinary course of business, or any material real property (whether by merger, sale of stock, sale of assets or otherwise);

(vii) any agreement that is a third party administration or other insurance administration agreement;

(viii) any agreement that is an investment management agreement with any Affiliate of the Company, or any third party in respect of assets held by the Company;

(ix) all Intercompany Contracts (other than any Intercompany Contracts that will be terminated pursuant to Section 5.07);

(x) any agreement that requires the Company to maintain a minimum rating or has a ratings trigger;

(xi) any agreement (other than a Policy issued in the ordinary course of business) that is with a Governmental Authority;

(xii) any agreement that contains any provision that provides for future payment by the Company that is conditioned on, or provides for any rights of termination, acceleration, modification or cancellation or causes an event of default as a result of, a change of control;

(xiii) any contract under which the Company may become obligated to pay any brokerage or finder's or similar fees or expenses in connection with the transactions contemplated by this Agreement; or

(xiv) any commitment or obligation to enter into any of the foregoing.

(b) Seller has made available to Purchaser a true, complete and correct copy of each Material Contract. Each Material Contract is a legal, valid and binding agreement of the Company or Seller or one of its Affiliates, as the case may be, and is enforceable against the Company or Seller or one of its Affiliates, as the case may be, and, to the Knowledge of Seller, each other party thereto, in accordance with its terms (except in each case as may be limited by the Enforceability Exceptions). None of Seller or its Affiliates (including the Company) has received any written notice in respect of a cancellation, termination or non-renewal right that remains in effect, or of an intent or reservation of right to cancel, terminate, close out or not renew any Material Contract or any transaction thereunder. Neither the Company nor, to the Knowledge of Seller, any of the other parties to any Material Contract is in material default or material breach

or has failed to perform any material obligation under any such Material Contract and, to the Knowledge of Seller, there does not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both), nor has the Company received or given any notice from any party to any Material Contract of any dispute or default with respect to such Material Contracts or notice of termination, recapture, rescission or acceleration. There is no pending or threatened Litigation with respect to any Material Contract.

(c) None of Seller or any of its Affiliates or Company has waived or released any material claims, rights or defenses to which the Company may be or hereafter may become entitled under the terms and conditions of any Material Contract.

Section 3.10 Properties.

(a) Title to Assets. The Company has good and, valid and marketable title in, to and under, or otherwise has the right to use, all of its material assets (real and personal, tangible and intangible) (collectively, the “Assets”), in each case free and clear of any Lien other than Permitted Liens.

(b) Sufficiency of Assets. The Assets constitute all of the material assets used or held for use for the conduct of the Business as of the date of this Agreement and as of the Closing and are sufficient to enable Purchaser and its Affiliates to operate the Business as of the Closing in substantially the same manner as operated in the 12 months prior to the date hereof. Nothing in this Section 3.10(b) constitutes a representation or warranty with respect to (i) the condition of any assets or properties (whether real or personal, tangible or intangible, owned, leased or held under license) or (ii) intellectual property, any and all representations and warranties with respect to which are set forth solely in Section 3.11.

(c) Real Property. As of the date hereof, the Owned Real Property is the only real property owned by the Company and, as of the Closing Date, the Company will not own any real property. The Company is not obligated or bound by any options, obligations or rights of first refusal or contractual rights to sell, lease or acquire any real property.

(d) Section 3.10(c) of the Seller Disclosure Schedule sets forth a complete and correct list of all real property leased, subleased and licensed by or from the Company, and neither the Company nor any other party thereto is in material default under or has breached in any material respect the terms thereof.

Section 3.11 Intellectual Property; IT Systems.

(a) Section 3.11(a) of the Seller Disclosure Schedule lists all applications and registrations for trademarks, copyrights, trade names, service marks, domain names and patents owned by the Company as of the date of this Agreement. Each of the items set forth in Section 3.11(a) of the Seller Disclosure Schedule and the unregistered Intellectual Property owned by the Company as of the date of this Agreement used in the conduct of the Business (collectively, the “Owned Intellectual Property”) are owned free and clear of all Liens except for Permitted Liens.

(b) Except as set forth in Section 3.11(b) of the Seller Disclosure Schedule, all registrations for copyrights, patent rights and trademarks identified in Section 3.11(a) of the Seller Disclosure Schedule are valid and in force, and all applications to register any unregistered copyrights, patent rights and trademarks so identified are pending and in good standing, all without challenge of any kind. The Company owns or possesses sufficiently broad and valid rights to use all trademarks, copyrights, trade names, service marks, domain names, patent rights, trade secrets or other intellectual property rights necessary for the conduct of the Business, and will continue to own or possess such rights following the Closing.

(c) Except as set forth in Section 3.11(c) of the Seller Disclosure Schedule, no infringement, misappropriation or violation of any patent rights, trademarks, copyrights, trade secrets or other intellectual property rights of any Person has occurred or results in any way from the conduct of the Business. To the Knowledge of Seller, (i) the Company has not received any written notice or claim from and after January 1, 2019 that it is infringing on or has misappropriated or violated the trademark, patent, copyright or trade secret rights or other intellectual property rights of any Person and (ii) there is no material infringement or misappropriation or violation by any Person of the Owned Intellectual Property.

(d) Section 3.11(d) of the Seller Disclosure Schedule sets forth a complete and correct list, as of the date of this Agreement, of all material written licenses to which the Company is a party, pursuant to which (i) such Company permits any Person to use any of the Owned Intellectual Property or (ii) any Person permits such Company to use any Intellectual Property not owned by the Company (excluding licenses for non-customized, off-the-shelf software generally available on commercial terms).

(e) The IT Systems material to the Business are adequate and suitable for the purposes for which they are being used as of the date of this Agreement. The Company has commercially reasonable written security, business continuity and disaster recovery plans, which have been implemented. To the Knowledge of Seller, since January 1, 2019, the Company has not experienced a failure or other adverse event that caused the disruption to or unavailability of the IT Systems or unauthorized access to or disclosure of personally identifiable or confidential information, except, in each case, as would not, individually or in the aggregate, constitute a Material Adverse Effect.

Section 3.12 Privacy.

(a) Except as set forth in Section 3.12 of the Seller Disclosure Schedule, since January 1, 2019, to the Knowledge of Seller, the Company is and at all times has been, in compliance in all material respects with all applicable Laws and the Company's or Seller's formally adopted policies applicable to the Business, in each case applicable to its collection, use, disclosure, maintenance, transmission or protection of personal, private, health or financial information about individual policyholders, customers, consumers or benefits recipients, including the Gramm-Leach-Bliley Act, the Federal Trade Commission Act, the Children's Online Privacy Protection Act of 1998 and state privacy laws ("Consumer Privacy Information").

(b) The Company has implemented and maintains, and is and has been in material compliance with, an information security program that complies with applicable Law

and includes administrative, technical and physical safeguards to protect against reasonably anticipated threats or hazards to the privacy, security, integrity and/or confidentiality of personally identifiable information and such safeguards provide protections equivalent or greater than those required by applicable Law. To the Knowledge of Seller, there has been no material (i) loss or misuse of Consumer Privacy Information, (ii) inadvertent, unauthorized, and/or unlawful processing, disclosure, access, alteration, corruption, transfer, sale or rental, destruction, or use of personally identifiable information or (iii) any other act or omission that compromises the security, confidentiality, or integrity of Consumer Privacy Information, in each case of (i), (ii) and (iii), requiring under applicable Law that the Company, or Seller notify its policyholders or other customers thereof.

(c) The Company is not a Covered Entity or Business Associate (as each term is defined therein), or otherwise subject to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and its implementing rules and regulations.

Section 3.13 Litigation. Except as set forth in Section 3.13 of the Seller Disclosure Schedule, (a) there is no Litigation pending or, to the Knowledge of Seller, threatened against or affecting the Company, except claims under Business Insurance Policies arising in the ordinary course of business within applicable policy limits and that do not allege administration failures, bad faith or extracontractual obligations and (b) there are no settlement agreements or similar written agreements with any Governmental Authority and no outstanding orders, judgments, stipulations, decrees, injunctions, determinations or awards issued by any Governmental Authority against or affecting the Company. There is no Litigation pending against or, to the Knowledge of Seller, threatened against or affecting Seller or its Affiliates or any of their respective properties or assets that in any manner challenges or seeks to, or if determined adversely would, reasonably be expected to prevent, enjoin, alter or materially delay the transactions contemplated by the this Agreement or the Ancillary Agreements.

Section 3.14 Compliance with Laws; Licenses and Permits.

(a) Except as set forth on Section 3.14(a) of the Seller Disclosure Schedule, since January 1, 2019, (i) the Company has been in compliance in all material respects with all laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees (“Laws”) applicable to the conduct of the Business, including escheat, unclaimed property and guaranty fund assessment obligations, (ii) none of the Company or Seller or its Affiliates has received, at any time since January 1, 2019, any written notice or other communication from any Governmental Authority, or has paid or incurred any penalty or fine imposed by a Governmental Authority, in each case, regarding any actual or alleged material violation of, or material failure on the part of the Company to comply with, any applicable Law that has not been remedied and (iii) to the Knowledge of Seller, the Company is not under investigation with respect to any material violation of any applicable Laws. Company is not relying on any exemption from or deferral of any Law or Governmental Authorization that would not be available to the Company after the Closing.

(b) Except as set forth in Section 3.14(b) of the Seller Disclosure Schedule, neither Seller nor the Company are a party to, or bound by, any material Governmental Order or material agreement with any Governmental Authorities, in each case, applicable to the Company or its assets, properties or businesses.

(c) The Company validly owns, holds or possesses all material licenses, franchises, permits, certificates, approvals or other similar authorizations required or appropriate under applicable Law and affecting, or relating to or necessary for, the Assets or the operation of the Business (the “Permits”). The Permits are, and since January 1, 2019 have been, valid and in full force and effect, the Company is not in default under the Permits and none of the Permits would reasonably be expected to be revoked, suspended, limited, terminated, modified, impaired or not renewed as a result of the transactions contemplated hereby. The Company is not the subject of any pending or, to the Knowledge of Seller, threatened actions seeking the revocation, suspension, limitation, termination, modification, impairment or non-renewal of any Permit. Since January 1, 2017, neither the Company has not received any written notice or other written communication from any Governmental Authority or has paid or incurred any penalty or fine imposed by a Governmental Authority, in each case, regarding any actual or alleged material violation of, or material failure to comply with, any Permit. Section 3.14(c) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of the jurisdictions in which the Company is licensed to write insurance and the types of insurance and other products that it is licensed to write in each such jurisdiction, and each such license is valid and not suspended.

(d) Since January 1, 2019, the Company and Seller and their respective Affiliates have been in compliance with all Anti-Money Laundering Laws and Sanctions with respect to the Business. None of Seller or the Company or their respective Affiliates (a) has been found in violation of, charged with, or convicted of, money laundering, drug trafficking, or terrorist-related activities or other money laundering predicate crimes under the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), the USA PATRIOT Act, or any other Law governing such activities (collectively, “Anti-Money Laundering Laws”), or any Sanctions, (b) is under investigation by any Governmental Authority for possible violation of Anti-Money Laundering Laws or Sanctions, (c) has been assessed civil penalties under any Anti-Money Laundering Laws or any Sanctions, (d) has had any of its funds seized or forfeited in an Litigation under any Anti-Money Laundering Laws or any Sanctions or (e) has filed any voluntary disclosures with any Governmental Authority regarding possible violations of any Anti-Money Laundering Laws or any Sanctions.

Section 3.15 Environmental Matters. Except as would not, individually or in the aggregate constitute a Material Adverse Effect, since January 1, 2019,

(a) the Company has been in compliance with all applicable Environmental Laws and is in possession of, and in compliance with, all Permits required under applicable Environmental Laws;

(b) the Company has not received from any Governmental Authority any written notice of violation or alleged violation of any Environmental Law, other than any such violation or alleged violation that has been resolved or for which there are no additional obligations;

(c) no Litigation is pending or, to the Knowledge of Seller, threatened against the Company arising under any Environmental Law; and

(d) the Company has not released Hazardous Substances into the soil or groundwater at, under or from the Owned Real Property or any real property owned or leased by the Company at such time, which requires investigation or remediation by the Company under applicable Environmental Laws.

(e) The representations and warranties contained in this Section 3.15 are the sole and exclusive representations made by Seller relating to matters arising under Environmental Laws.

Section 3.16 Taxes.

(a) (i) All material Tax Returns required to be filed by, on behalf or with respect to the Company have been duly and timely filed with the appropriate Tax Authority (after giving effect to any valid extensions of time in which to make such filings), (ii) such Tax Returns were true, correct, and complete in all material respects and (iii) all amounts shown on such Tax Returns as due, and all other material Taxes required to be paid by or with respect to the Company have been duly and timely paid.

(b) The Company has complied in all respects with all applicable Laws relating to withholding of Taxes and Tax information reporting, and has duly and timely withheld and paid over to the appropriate Tax Authority all amounts required to be so withheld and paid over.

(c) No written waiver of any statute of limitations relating to material Taxes for which the Company is liable and that remains in effect has been granted.

(d) No Taxes with respect to the Company are under audit or examination by any Tax Authority, and no audit or examination of Taxes of the Company is pending. No Tax Authority has asserted in writing any deficiency with respect to Taxes against the Company with respect to any taxable period for which the period of assessment or collection remains open, which deficiency remains outstanding. No Tax Authority in a jurisdiction in which the Company has not filed a particular type of Tax Return or paid a particular type of Tax has asserted in writing that the Company is required to file such Tax Return or pay such type of Tax in such jurisdiction.

(e) The Company is not a member of any consolidated, combined or unitary group for purposes of filing Tax Returns or paying Taxes other than any such group of which Seller is the common parent. The Company is not a party to any Tax sharing or similar Tax agreements (relating to sharing of consolidated, combined or unitary Taxes among members of a consolidated, combined, affiliated or unitary group) pursuant to which it will have any obligation to any Person to make any payments after the Closing Date, other than any such obligations that arise pursuant to this Agreement. The Company does not have any liability for Taxes of another Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), under any agreement or arrangement, as a transferee or successor, or by contract (other than contracts, such as leases, entered into in the ordinary course of business that primarily concern matters other than Taxes).

(f) The Company will not be required to include any material item of income in taxable income, or exclude any material item of deduction from taxable income, for any taxable period (or portion thereof) ending after the Lockbox Date, as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Lockbox Date under Section 481 of the Code (or any corresponding provision of state, local or foreign income Tax law) or Section 807 of the Code, (ii) installment sale or open transaction disposition made on or prior to the Lockbox Date or the Closing Date, as applicable, (iii) intercompany transaction entered into on or prior to the Lockbox Date or the Closing Date, as applicable, (iv) the receipt of any deferred revenue prior to the Lockbox Date or prior to or on the Closing Date, as applicable, or (v) any election under Section 965(h) of the Code.

(g) The Company has not participated in a “listed transaction” within the meaning of Treasury Regulations section 1.6011-4(c) and corresponding provisions of state, local or foreign Law, and with respect to each transaction in which the Company has participated that is a “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1), such participation has been properly disclosed on IRS Form 8886 (Reportable Transaction Disclosure Statement) and on any corresponding form required under state, local or foreign Law. Section 3.16(g) of the Seller Disclosure Schedule sets forth a list of each “reportable transaction” in which the Company has participated.

(h) The Company has not 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) that would be binding upon the Company after the Closing Date. There are no Tax rulings or requests for rulings relating to Taxes for which the Company may be liable that could affect the Company’s liability for Taxes for any taxable period ending after the Closing Date.

(i) Within the past three years, the Company has not been a “distributing corporation” (within the meaning of Section 355(a)(1)(A) of the Code) or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) or participated in a transaction to which Section 355 of the Code (or any similar provision of state, local or foreign Law) applied.

(j) The sale of the Purchased Stock pursuant to this Agreement is not subject to the rules of Treasury Regulations Section 1.1502-36.

(k) The Company is resident for Tax purposes only in the country of its incorporation and has not had a permanent establishment or other taxable presence in any jurisdiction other than the jurisdiction in which it is resident for Tax purposes.

(l) Section 3.16(l) of the Seller Disclosure Schedule sets forth a schedule of amounts the Company will be required to include in income after the Lockbox Date under Section 13517(c) of the Tax Cuts and Jobs Act, Public Law No: 115-97.

(m) The Company is and always has been a life insurance company under Section 816(a) of the Code and subject to United States federal income taxation under Section 801 of the Code. The Tax reserves of the Company have been computed and maintained materially in accordance with the manner required under Sections 807, 817, 817A and 846 of the

Code and any Treasury Regulations and administrative guidance issued thereunder. The Company has not received any written notification from the IRS asserting that the Company is liable for any Taxes as a result of any adjustment under Section 845 of the Code.

(n) The Company has not availed itself of relief pursuant to the CARES Act.

Section 3.17 Product Tax Representations.

(a) The tax treatment of each Insurance Contract is not, and since the time of issuance (or subsequent modification) has not been, less favorable to the purchaser, policyholder or intended beneficiaries thereof, than the tax treatment either that was purported to apply in materials provided at the time of issuance (or any subsequent modification of such policy) or for which such Insurance Contract was intended or reasonably expected to apply at the time of issuance (or subsequent modification). For purposes of this Section 3.17, the provisions of law relating to the tax treatment of such Insurance Contracts shall include, but not be limited to, Sections 72, 101, 401 through 409A, 412, 415, 417, 457, 817, 7702, 7702A and 7702B of the Code and any Treasury Regulations and administrative guidance issued thereunder (the “Product Tax Rules”).

(b) The Company has not entered into any agreement and is not involved in any discussions or negotiations with any Tax Authority regarding the failure of any Insurance Contract to meet the requirements of the Product Tax Rules. The Company is not a party to, and has not received written notice of, any federal, state, local or foreign audits or other administrative or judicial actions with regard to the tax treatment of any Insurance Contracts or of any claims by the purchasers, holders or intended beneficiaries of the Insurance Contracts regarding the tax treatment of the Insurance Contracts.

(c) Except as set forth in Section 3.17(c) of the Seller Disclosure Schedule, the Company has complied in all respects with all Tax reporting, withholding and disclosure requirements that are applicable to the Insurance Contracts and distributions thereunder and have reported, in all material respects, all distributions under such Insurance Contracts in accordance with the Product Tax Rules.

(d) None of the Insurance Contracts is a “modified endowment contract” within the meaning of Section 7702A of the Code, except for any Insurance Contract that is being administered as a “modified endowment contract” and with respect to which the policyholder either (i) consented in writing to the treatment of such policy as a “modified endowment contract” and has not acted to revoke such consent or (ii) was informed in writing about the treatment of such policy as a “modified endowment contract,” declined to have such treatment corrected and has not subsequently requested to have such treatment corrected.

(e) None of Seller, the Company, or their respective Affiliates is a party to any “hold harmless” indemnification agreement or tax sharing arrangement under which Seller, the Company, or of their respective Affiliates is liable for the Tax treatment of (i) the Insurance Contracts or (ii) any plan or arrangement in connection with which such Insurance Contracts were purchased or have been administered.

(f) The Company maintains systems that are adequate to maintain compliance with the qualification provisions of the Code applicable to the Insurance Contracts, including Sections 7702 and 7702A of the Code, and to comply with the withholding and reporting requirements of the Code applicable to the Insurance Contracts, including Sections 3405 and 6047 of the Code.

Section 3.18 Insurance. Seller or its Affiliates, with respect to the Company, maintain the insurance policies and coverages set forth in Section 3.18 of the Seller Disclosure Schedule, all current property and liability insurance policies covering the Company or the Assets are in full force and effect (and all premiums due and payable thereon have been paid in full when due) 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 or its Affiliates. None of Seller, its Affiliates or to the Knowledge of Seller, any insurer under the insurance policies and coverages set forth in Section 3.18 of the Seller Disclosure Schedule is in violation or breach in any material respect of, or default in any material respect under, any provision thereof. There have been no claims made under any such insurance policy as to which coverage has been denied by the insurer or as to which, after reviewing the information provided with respect to such claim, the insurer has advised in writing that it intends to deny. There are no material claims by the Company pending under any such insurance policies.

Section 3.19 Transactions with Affiliates.

(a) Section 3.19(a) of the Seller Disclosure Schedule sets forth a complete and correct list, as of the date hereof, of all Intercompany Contracts. Since December 31, 2017, there has not been any accrual of liability by the Company to Seller or any of its Affiliates or other transaction between the Company and Seller or any of its Affiliates, except in the ordinary course of business or pursuant to this Agreement. Seller has made available to Purchaser true, correct and complete copies of all Intercompany Contracts.

(b) Section 3.19(b) of the Seller Disclosure Schedule sets forth a complete and correct list and amount of all intercompany account balances outstanding as of the date hereof between the Company or any of its directors or officers, on the one hand, and Seller or any of its Affiliates (other than the Company) or any of their respective directors, officers or employees, on the other hand.

Section 3.20 Insurance Regulatory Matters.

(a) All in-force insurance issued, underwritten or assumed by reinsurance by the Company and currently outstanding consists of life insurance, annuities, disability income insurance and deposit-type contracts. All policy and contract forms on which the Company has issued Insurance Contracts and all amendments, applications, marketing materials, brochures, illustrations and certificates pertaining thereto, and all rates applicable thereto, have, to the extent required by applicable Law, been approved by all applicable Governmental Authorities or filed with and not objected to by such Governmental Authorities within the period provided by applicable Law for objection. All Insurance Contracts and all such policy and contract forms, amendments, applications, marketing materials, brochures, illustrations and certificates comply

in all material respects with, and have been administered in all material respects in accordance with, applicable Law.

(b) The Company has timely filed all material reports, statements, documents, registrations, filings, notices or submissions required to be filed with any Governmental Authority since January 1, 2017 and any material supplement, modifications, or amendments thereto, and all such reports, statements, documents, registrations, filings, notices or submissions and such supplements, modifications, and amendments thereto were timely filed and were in material compliance with applicable Laws when filed or as amended or supplemented, and no material deficiencies or violations have been asserted by any such Governmental Authority with respect to such reports, statements, documents, registrations, filings or submissions that have not been addressed or resolved to the satisfaction of the applicable Governmental Authority.

(c) Since January 1, 2017, all benefits claimed by, or paid, payable, or credited to, any Person under any Insurance Contract have in all material respects been paid or credited (or provision as required under SAP for payment thereof has been made) in accordance with the terms of the applicable Insurance Contract, and such payments, credits or provisions were not materially delinquent and were paid or credited (or will be paid or credited) without fines or penalties (excluding interest), except for any such claim for benefits for which the Company reasonably believes there is a reasonable basis to contest payment.

(d) To the Knowledge of Seller, true, complete and correct copies of the underwriting standards and guidelines utilized and rates and rating factors and criteria applied by the applicable issuer with respect to the Insurance Contracts outstanding as of the date hereof have been previously made available to Purchaser by Seller. Each Insurance Contract has been issued in compliance in all material respects with the material underwriting standards and guidelines of the Company in effect at the time such Insurance Contract was issued.

(e) The Company has marketed, sold, issued and administered the Insurance Contracts in compliance in all material respects with applicable Law, including (i) all applicable requirements and prohibitions relating to suitability of sales and replacement of life insurance policies and annuity products, (ii) all applicable requirements relating to the disclosure of the nature of insurance products as policies of insurance, (iii) all applicable legal requirements relating to federal and state securities laws, (iv) all applicable requirements relating to insurance product projections and illustrations and (v) all applicable requirements relating to the advertising, sales and marketing of insurance and annuity products and guaranteed investment contracts.

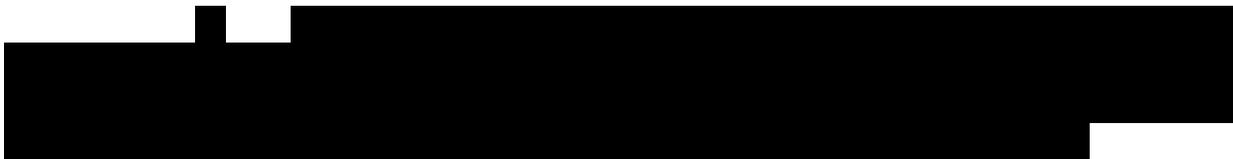
(f) Seller has made available to Purchaser (i) true, complete and correct copies of all material reports, filings and registrations and any supplements or amendments thereto filed since January 1, 2017 by the Company with applicable Governmental Authorities (ii) true, complete and correct copies (including any draft copies) of all financial examination and market conduct examination or similar examination reports of all applicable Governmental Authorities with respect to the Company issued since January 1, 2017 (iii) all analyses and reports submitted by the Company to the Governmental Authority in its state of domicile since January 1, 2017 relating to its risk-based capital calculations. Except as set forth in Section 3.20(f) of the Seller Disclosure Schedule, the Company is not subject to any pending financial, market conduct or

other examination, investigation or material inquiry by any applicable Governmental Authority. Since January 1, 2017, no material deficiencies or violations with respect to the Company have been asserted in writing by any Governmental Authority, other than any deficiency or violation which has been cured or otherwise resolved to the satisfaction of the applicable Governmental Authority that noted such deficiency or violation.

(g) Except as set forth in Section 3.20(g) of the Seller Disclosure Schedule, since January 1, 2017, the Company 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 guaranty fund or association or any Governmental Authority charged with the supervision of insurance companies in any jurisdiction in which the Company does business. No claim or assessment is pending or, to the Knowledge of Seller, threatened against the Company by any state insurance guaranty association in connection with such association's fund relating to insolvent insurers, except for any such claims or assessments that are not and would not reasonably be expected, individually or in the aggregate, to be materially adverse to the Business.

(h) Except as set forth in Section 3.20(h) of the Seller Disclosure Schedule, since January 1, 2017, the Company has not received any written notice of any unclaimed property or escheat audit or investigation from any Governmental Authority. The Company maintains unclaimed property and escheat policies, procedures and guidelines that comply in all material respects with all applicable Laws, true, complete and correct copies of which have previously been provided to Purchaser by Seller. The Company is, and at all times since January 1, 2017 has been, in material compliance with all such policies, procedures and guidelines and any applicable Laws related thereto.

(i) The Company is not "commercially domiciled" under the Laws of any jurisdiction or otherwise treated as domiciled in a jurisdiction other than its jurisdiction of organization.



Section 3.21 Producers.

(a) Except as set forth in Section 3.21(a) of the Seller Disclosure Schedule, since January 1, 2017, to the Knowledge of Seller, (i) each Person, performing the duties of Insurance Producer on behalf of the Company (each, an "Insurance Representative"), at the time such Insurance Representative solicited, negotiated, placed, wrote, sold, marketed, administered, managed or produced any insurance business or otherwise performed services for or on behalf of the Company for which an insurance license was required by applicable Law, possessed the insurance licenses required by applicable Law (for the type of business negotiated, placed, written, sold, marketed, administered, managed or produced by such Insurance Representative on behalf of the Company) in the particular jurisdiction at the time in which such Insurance Representative solicited, negotiated, placed, wrote, sold, marketed, administered, managed or

produced such business and (ii) no such Producer has violated any term or provision of applicable Law relating to the soliciting, negotiating, placing, writing, selling, marketing, administering, managing or producing of such business for the Company.

(b) Except as set forth in Section 3.21(b) of the Seller Disclosure Schedule, and to the Knowledge of Seller with respect to third-party Producers, since January 1, 2017 each Producer, at any time that it wrote, sold or produced Insurance Contracts for the Company, was duly licensed, authorized and appointed (for the type of business written, sold or produced by such Producer) in the particular jurisdiction in which such Producer wrote, sold or produced such Insurance Contracts.

(c) Except as set forth in Section 3.21(c) of the Seller Disclosure Schedule, to the Knowledge of Seller with respect to third-parties, since January 1, 2017, each administrator that managed or administered insurance business for any of the Company, at the time such Person managed or administered such business, was duly licensed as required by Law (for the type of business managed or administered for the Company), and no such administrator is in violation (or with or without notice or lapse of time or both, would be in violation) of any material term or provision of any Law applicable to the administration or management of insurance business for the Company, except for such failures to be licensed or such violations which have been cured, resolved or settled through agreements with applicable Governmental Authorities or are barred by an applicable statute of limitations.

Section 3.22 Finders' Fees. Except for [REDACTED] whose fees and expenses will be paid by Seller or its Affiliates other than the Company, there is no investment banker, broker, finder or other intermediary retained by or authorized to act on behalf of Seller or the Company who is entitled to any fee or commission from Purchaser or any of its Affiliates (including, after the Closing, the Company) solely as a consequence of the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 3.23 Employee Matters. Except as set forth on Section 3.23 of the Seller Disclosure Schedule, the Company has no employees or independent contractors and no liabilities with respect to employees or independent contractors, compensation or employee benefits. Without limiting the generality of the immediately preceding sentence, (a) the Company is not a party to or otherwise bound by any collective bargaining agreement and (b) the Company does not maintain or contribute to (and has never maintained or contributed to) any Benefit Plan. "Benefit Plan" means any employee benefit plan (including any "employee benefit plan", as defined in Section 3(3) of ERISA), scheme, program, policy, agreement or arrangement, or any compensation plan, scheme, program, policy, agreement or arrangement (including any bonus, deferred compensation, stock bonus, stock purchase, restricted stock, stock option or other equity-based arrangement). There are no circumstances under which the Company could have liability on account of any plan maintained by an Affiliate.

Section 3.24 Actuarial Report; Reserves.

(a) Seller has delivered to Purchaser a true, complete and correct copy of the (i) actuarial report prepared by [REDACTED], entitled the [REDACTED]

[REDACTED] (the “Actuarial Report”) and (ii) [REDACTED] (the “Specified Data”). Each of the Actuarial Report and the Specified Data was (i) derived from the Company’s Books and Records relating to the Reinsured Policies or the Reinsured Liabilities, (ii) generated from the same underlying sources and systems that were used to prepare the Financial Statements, to the extent applicable and (iii) to the Knowledge of Seller, complete and accurate in all material respects as of the date the document containing, or communication carrying, the information was prepared. To the Knowledge of Seller (after inquiry to Milliman, with respect to the Actuarial Report), there are no omissions, errors, changes or discrepancies since the respective dates of such document or communication preparation that would make the Actuarial Report or the Specified Data materially incomplete or materially inaccurate.

(b) The Reserves reflected in the Financial Statements, as of their respective dates (i) have been computed in accordance with generally accepted actuarial standards in the United States and SAP, each consistently applied; (ii) have been based on actuarial assumptions that produced reserves at least as great as those called for in any applicable Insurance Contract provision as to reserve basis and method, and are in accordance with all other Insurance Contract provisions; (iii) met in all material respects all requirements of applicable Law and regulatory requirements of the applicable Governmental Authority; and (iv) were based on actuarial information and data and inventories of insurance policies and annuity contracts that were accurate in all material respects. The Company is not, and no event has occurred that would be reasonably likely to cause the Company to be, required pursuant to the terms of any treaty or agreement of reinsurance or retrocession, to (x) increase the amount or percentage of assets required to be posted to any trust account, funds withheld account or similar account or collateral arrangement or (y) effect the recapture, in whole or in part, of any liabilities reinsured by the Company thereunder.

Section 3.25 Books and Records. Except as set forth in Section 3.25 of the Seller Disclosure Schedule, the Books and Records of the Company are (i) are true, complete and correct in all material respects, (ii) have been maintained in all material respects in accordance with applicable Law and Seller’s or its applicable Affiliates’ customary business practices, (iii) accurately present and reflect, in all material respects, all of the business of the Company and all transactions and actions related thereto, (iv) contain no material inaccuracies or omission arising from the inputting of factual data or the coding, compilation or aggregation of such factual data in connection with such inputting, and (v) are in material compliance with any and all record keeping maintenance requirements in applicable contracts to which Seller or its Affiliates are a party. All electronic data associated with the Books and Records is accessible and readable using currently available technology by individuals in its current form.

Section 3.26 Reinsurance.

(a) Section 3.26(a) of the Seller Disclosure Schedule sets forth a complete and correct list of all reinsurance agreements to which the Company is a party, whether as ceding or assuming party (each, a “Reinsurance Agreement”) as of the date hereof. Seller has made available to Purchaser a true, complete and correct copy of each Reinsurance Agreement in effect as of the date hereof. Each Reinsurance Agreement is a legal, valid and binding obligation of the

Company and, to the Knowledge of Seller, each other party thereto, and is enforceable against the Company and, to the Knowledge of Seller, each other party thereto, in accordance with its terms (except in each case as may be limited by the Enforceability Exceptions). Neither the Company nor, to the Knowledge of Seller, any of the other parties to any Reinsurance Agreement is in material default or material breach or has failed to perform any material obligation under any such Reinsurance Agreement, and, to the Knowledge of Seller, there does not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both), nor has the Company received or given any notice from any party to any Reinsurance Agreement of any dispute (including with respect to the determination of any non-guaranteed elements) or default with respect to such Reinsurance Agreement or notice of termination, recapture, rescission or acceleration. No reinsurer under any Reinsurance Agreement has sought to deny or limit coverage under any Reinsurance Agreement. There is no pending or threatened Litigation with respect to any Reinsurance Agreement. No party to any Reinsurance Agreement has given written notice that remains in effect of termination (provisional or otherwise) or recapture in respect of any Reinsurance Agreement. Since January 1, 2017, neither Seller nor its Affiliates have received any written notice to the effect that (i) the financial condition of any other party to any Reinsurance Agreement is impaired with the result that a material default thereunder may reasonably be anticipated, whether or not such default may be cured by the operation of any offset clause in such agreement or (ii) any amount of reinsurance ceded by the Company will be uncollectible or otherwise defaulted upon.

(b) Section 3.26(b) of the Seller Disclosure Schedule sets forth a complete and correct list, as of the date hereof, of all Liens, collateral or security arrangements, including by means of a credit for reinsurance trust or letter of credit, to or for the benefit of any cedent under any Reinsurance Agreement.

(c) No Reinsurance Agreement contains any provision providing that any party thereto (other than the Company) may terminate, cancel, recapture, amend or alter such agreement by reason of the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 3.27 Investment Assets.

(a) Section 3.27 of the Seller Disclosure Schedule sets forth a true, correct and complete list of all Investment Assets owned by, or held in trust for the benefit of, the Company as of the close of business on the second (2nd) Business Day immediately preceding the date of this Agreement, with information included therein as to the cost of each such asset and, if reasonably available, the market value thereof (the "Scheduled Investment Assets"). As of the date hereof, none of the Scheduled Investment Assets are subject to any liability to fund capital calls, capital commitments or similar obligation or are in arrears or in default in the payment of principal or interest or dividends or has been or should have been classified as nonperforming, non-accrual, ninety (90) days past due, as still accruing and doubtful of collection, as in foreclosure or any other comparable classification, or are permanently impaired to any extent. The Company has valid title to all of the Scheduled Investment Assets, free and clear of any Liens other than Permitted Liens.

(b)

Section 3.28 No Other Representations and Warranties; Schedules. None of Seller, any of its Affiliates or any of their respective officers, employees, agents or 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 III. Notwithstanding anything to the contrary contained in this Agreement, any Ancillary Agreement or any other agreement, document or instrument delivered or to be delivered in connection herewith or therewith, Purchaser acknowledges and agrees that Seller makes no representations or warranties with respect to, and nothing contained in this Agreement or in any other agreement, document or instrument to be delivered in connection herewith or therewith, is intended or shall be construed to be a representation or warranty, express or implied, of Seller, for any purposes of this Agreement or any other agreement, document or instrument to be delivered in connection herewith or therewith, in respect of (a) the adequacy or sufficiency of Reserves, or (b) the effect of the adequacy or sufficiency of Reserves on any line item, asset, liability or equity amount on any financial or other document. Disclosure of any fact or item in any Section of the Seller Disclosure Schedule shall not necessarily mean that such item or fact is material to the Business or financial condition of the Company individually or taken as a whole.

ARTICLE IV

Representations and Warranties of Purchaser

Except as set forth in the Purchaser Disclosure Schedule (it being understood that any information contained therein will qualify and apply to the representations and warranties in this Article IV to which the information is stated as referring, and will qualify and apply to other representations and warranties in this Article IV to the extent that it is reasonably apparent upon reading such information that such disclosure also qualifies or is responsive to such other representations and warranties), Purchaser represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, as follows:

Section 4.01 Corporate Status. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

Section 4.02 Corporate and Governmental Authorization.

(a) Purchaser has all requisite limited liability company 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 Purchaser, the performance of Purchaser and Purchaser's obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action of Purchaser. Purchaser has duly executed and delivered this Agreement and on the Closing Date it or its Affiliates, as the case may be, shall

have duly executed and delivered the Ancillary Agreements. This Agreement constitutes, and the Ancillary Agreements when so executed and delivered by Purchaser or its Affiliates, as the case may be, will constitute, the legal, valid and binding obligation of Purchaser or its Affiliates, as the case may be, enforceable against Purchaser or its Affiliates, as the case may be, in accordance with its respective terms, except as such enforceability may be limited by the Enforceability Exceptions.

(b) Each Affiliate of Purchaser executing any Ancillary Agreement has all requisite corporate or other power and authority to execute and deliver the Ancillary Agreements to which it is or will be a party, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery of such Ancillary Agreements, the performance of any Affiliate of Purchaser and such Affiliate's obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by all requisite corporate or other action of such Affiliate.

(c) 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, delivery and performance of this Agreement and the Ancillary Agreements by Purchaser or its Affiliates, as the case may be, and the consummation by Purchaser or its Affiliates, as the case may be, of the transactions contemplated hereby and thereby, require no action by or in respect of, or filing with, any Governmental Authority other than (i) any filings under Insurance Laws set forth in Section 4.02(c) of the Purchaser Disclosure Schedule and (ii) any actions or filings under Laws (other than Insurance Laws), the absence of which would not be, individually or in the aggregate, materially adverse to Purchaser or materially impair or delay the ability of Purchaser or its Affiliates to perform their respective obligations under this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby.

Section 4.03 Non-Contravention. The execution and delivery of this Agreement and the Ancillary Agreements by Purchaser and its Affiliates, as applicable, and the performance of its and their obligations hereunder and thereunder do not and will not (a) conflict with or result in any violation or breach of any provision of any of the Organizational Documents of Purchaser or its Affiliates, (b) materially impair or delay the ability of Purchaser or its Affiliates to perform their respective obligations under this Agreement or the Ancillary Agreements, (c) assuming compliance with the matters referred to in Section 4.02(b), conflict with or result in any violation or breach of any provision of any applicable Law or other Governmental Order by which Purchaser or its Affiliates or any of their respective properties, rights or assets is bound or subject, (d) require any consent of or other action by any Person under, or constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit termination, cancellation, acceleration, suspension, limitation, amendment, modification, restriction, non-renewal, revocation, impairment, alteration, rights to receive additional payment under or other change of any right or obligation or the loss of any benefit under, any provision of a contract of Purchaser.

Section 4.04 Adequate Funds. At the Closing, Purchaser will have sufficient immediately available funds to pay, in cash, the Purchase Price and all other amounts payable pursuant to or in connection with this Agreement and the Ancillary Agreements or otherwise

necessary to timely consummate the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 4.05 Solvency. Immediately after, and giving effect to, the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, assuming the accuracy of the representation and warranties included in Article III, Purchaser and its Subsidiaries will be Solvent. For purposes of this Section 4.05, “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 equal to or 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 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 4.06 Purchase for Investment. Purchaser is purchasing the Purchased Stock for investment for its own account and not with a view to, or for sale in connection with, any distribution thereof. Purchaser (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 Purchased Stock and is capable of bearing the economic risks of such investment. Purchaser acknowledges that the Purchased Stock has not been registered under the Securities Act or any state securities Laws, and agrees that the Purchased Stock 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 4.07 Litigation. There is no Litigation pending against, or, to the Knowledge of Purchaser, threatened against or affecting, Purchaser or any of its Affiliates or any of their respective properties or assets that in any manner challenges or seeks to, or if determined adversely would, reasonably be expected to in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 4.08 Regulatory. Since its formation, Purchaser has been, in compliance in all material respects with all Anti-Money Laundering Laws and Sanctions with respect to its business. Purchaser (a) has not been found in violation of, charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under Anti-Money Laundering Laws or any Sanctions, (b) to the Knowledge of Purchaser, is not under investigation by any Governmental Authority for possible violation of Anti-Money Laundering Laws or Sanctions, (c) has not been assessed civil penalties under any Anti-Money Laundering Laws or any Sanctions, (d) has not had any of its funds seized or forfeited in an Litigation under

any Anti-Money Laundering Laws or any Sanctions and (e) has not filed any voluntary disclosures with any Governmental Authority regarding possible violations of any Anti-Money Laundering Laws or any Sanctions.

Section 4.09 Finders' Fees. Except the advisor set forth on Section 4.09 of the Purchaser Disclosure Schedule, the fees and expenses of which will be paid by Purchaser, there is no investment banker, broker, finder or other intermediary retained by or authorized to act on behalf of Purchaser who is entitled to any fee or commission from Seller or any of its Affiliates solely as a consequence of the consummation of the transactions contemplated under this Agreement or the Ancillary Agreements.

Section 4.10 No Additional Representations; Inspection.

(a) Purchaser acknowledges and agrees that none of Seller or any of its Affiliates is making or has made any representation or warranty whatsoever, express or implied, including any implied warranty of merchantability or suitability, as to the Company, the Business or the Assets, other than the representations and warranties expressly set forth in this Agreement and the Ancillary Agreements. In addition, Purchaser acknowledges and agrees that except for the representations and warranties set forth in this Agreement and the Ancillary Agreements, any cost estimates, projections and predictions contained or referred to in the materials that have been provided or made available to Purchaser and its Representatives by or on behalf of Seller and its Representatives are not and shall not be deemed to be representations or warranties of Seller or any of its Affiliates.

(b) Purchaser acknowledges and agrees that it has made its own inquiry and investigations into and, based thereon, has formed an independent judgment concerning the Company, the Business and the Assets. Purchaser 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 expressly contained in this Agreement and the Ancillary Agreements.

ARTICLE V

Certain Covenants

Section 5.01 Conduct of the Business. From the date of this Agreement until the Closing, except (a) as otherwise expressly contemplated, permitted or required by this Agreement, (b) as set forth in Section 5.01 of the Seller Disclosure Schedule, (c) as may be required by applicable Law or Contagion Protocol or (d) as otherwise requested or consented to in writing by Purchaser, which consent shall not be unreasonably conditioned, withheld or delayed, Seller shall cause the Company to conduct the Business in compliance with applicable Law and the ordinary course consistent with past practice, consult with Purchaser in advance with respect to material operational matters concerning the Business and preserve intact the Business, Permits and relationships with policyholders, beneficiaries, reinsurers, cedents, vendors, Producers, distributors, Governmental Authorities and others having business relations with the Business, and Seller shall not permit the Company to:

(i) reincorporate, redomesticate, or modify or amend its Organizational Documents or take or authorize any action to wind up its affairs or dissolve completely or partially liquidate, merge, consolidate, restructure, rehabilitate or otherwise reorganize;

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

(iii) pay any amount of Leakage, other than Permitted Leakage;

(iv) sell, assign, transfer, lease, license, exchange, pledge or encumber, grant or permit any Lien (other than a Permitted Lien) on, any material portion of its Assets or rights, except in the ordinary course of business consistent with past practice;

(v) make any material change to its accounting policies or practices, except (A) as required by SAP or applicable Law or changes in the interpretation or enforcement thereof or (B) for such changes that are generally applicable to Seller and its other Subsidiaries;

(vi) merge or consolidate with any other Person or acquire any other Person or substantially all of the assets of any other Person or create any Subsidiary;

(i) hire any Person as an employee or officer of the Company;

(ii) abandon, modify, fail to renew, waive, terminate or let lapse any Permit;

(iii) amend, modify, extend, sublease or grant any waiver of any material terms or conditions of, or terminate or consent to the termination of any lease for real property;

(iv) modify or amend, or terminate any Material Contract, Reinsurance Agreement or Insurance Contract, or waive, release or assign any material rights or claims thereunder or enter into any agreement that would be a Material Contract, Reinsurance Agreement or Insurance Contract, if it had been executed prior to the date of this Agreement;

(v) incur any Indebtedness, other than accounts payable and other short-term financing, in each case, incurred the ordinary course of business;

(vi) make any capital expenditures or commitments for capital expenditures in excess of \$100,000 individually or \$250,000 in the aggregate, or make any loans, advances or capital contributions to any other Person or assume, grant, guarantee or endorse, pledge or otherwise secure any assets or property or otherwise as an accommodation become responsible for the obligations of any Person;

(vii) forgive, cancel or compromise any material Indebtedness or claim, or waive or release any right of material value or modify the terms of, or default under, any Indebtedness, other than in connection with the settlement of claims under insurance policies in the ordinary course of business;

(viii) fail to pay or satisfy when due any material liability (other than any such liability that is being contested in good faith);

(ix) enter into any new line of business or introduce any new products or services, or change in any material respects existing products or services to conduct any business other than the Business;

(x) make any material change in the underwriting, reinsurance, claims administration, investment, reserving, actuarial, hedging, pricing, non-guaranteed elements setting, policy retention, fund management, producer compensation, or relationship management policies, practices or principles in effect on the date hereof, other than any change required by applicable Law, or fail in any material respect to comply with such guidelines, policies, practices or principles;

(xi) settle any Litigation or claim against the Company (other than claims under insurance policies, or any binders, slips, certificates, endorsements or riders thereto, in each case within applicable policy limits) for an amount that exceeds \$25,000 or that imposes any injunction or provides for a non-monetary award to any Person;

(xii) make or change any Tax election, adopt or change any method of Tax accounting, amend any Tax Returns, surrender any right to claim a Tax refund, offset or other reduction in Tax liability, settle any Tax claim, audit or assessment, agree to an extension or waiver of the statute of limitations with respect to Taxes of the Company, or enter into any “closing agreement” within the meaning of Section 7121 of the Code; or

(xiii) agree or commit to do any of the foregoing.

Nothing in this Section 5.01 shall be interpreted to restrict the ability of the Company (without the prior consent of Purchaser or any other Person) to release any party from or terminate any Intercompany Contract in accordance with Section 5.07. The obligations of Seller and the Company under this Section 5.01 shall apply with respect to (and solely to the extent of such obligations in relation to) the entire Business, and accordingly the term “material” (and its derivative forms) as used in this Section 5.01 shall be deemed to apply to the entire Business.

Section 5.02 Access to Information; Confidentiality; Books and Records.

(a) From the date hereof until the Closing, in furtherance of the transactions contemplated by this Agreement, Seller shall, and shall cause its Affiliates (including the Company) to, subject to any restrictions under applicable Law (i) upon reasonable advance written notice, give Purchaser and its Representatives reasonable access to the offices, properties, Books and Records of the Company and (ii) furnish to Purchaser and its Representatives such financial and operating data and other information relating to the Company as such Persons may reasonably request.

(b) From the date of this Agreement until the Closing, subject to any restrictions under applicable Law, Seller shall, and shall cause its Affiliates (including the Company) to, cause its Representatives serving in the Transition Work Group to reasonably cooperate with Purchaser's requests for information and assistance in connection with its preparation to integrate the Company into Purchaser's organization following the Closing.

(c) From and after the Closing, Seller, on the one hand, and Purchaser, on the other hand, shall afford the other party and its respective Representatives reasonable access to their respective Books and Records, information, employees and auditors relating to the Company or the Business, to the extent necessary for the party requesting such access in connection with any audit, investigation, dispute or Litigation of or involving such requesting party; provided that (i) 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 and (ii) access and cooperation with respect to Tax matters shall be governed solely by Section 6.04.

(d) Notwithstanding anything to the contrary in this Section 5.02, (i) access rights pursuant to Section 5.02(a), Section 5.02(b) and Section 5.02(f) shall be exercised in such manner as not to interfere unreasonably with the conduct of the Business or any other business of the party granting such access, (ii) the party granting access or furnishing information 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 may constitute privileged attorney-client communications or attorney work product and the transfer of which, or the provision of access or information to which, as reasonably determined by such party's counsel, constitutes a waiver of any such privilege (provided that, in any such event, the party granting access shall notify the other party in reasonable detail of the circumstances giving rise to any such privilege and use commercially reasonable efforts to seek to permit disclosure of such information to the extent possible, in a manner consistent with such privilege obligation, including by entering into a customary joint defense agreement or common interest agreement with the other party), (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 (D) that is not related primarily or exclusively to the Business and (iii) neither Seller nor any of its Affiliates or Representatives shall have any obligation to provide Purchaser or its Representatives 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.

(e) All information provided to Purchaser prior to the Closing pursuant to this Section 5.02 shall be held by Purchaser as Evaluation Material (as defined in the Confidentiality Agreement, dated as of [REDACTED] between Seller and [REDACTED] (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; provided, that Purchaser and its Affiliates shall be permitted to disclose [REDACTED]

From and after the Closing: (i) Seller, on the one hand, and Purchaser, on the other hand, shall, and shall cause their respective Affiliates and Representatives to, maintain in confidence matters

related to the performance of their respective obligations under this Agreement and the Ancillary Agreements and any written, oral or other information related to the negotiation hereof and thereof, (ii) Seller shall, and shall cause its respective Affiliates and Representatives to, maintain in confidence any written, oral or other information relating to the Company obtained by virtue of Seller's ownership of the Company prior to the Closing and (iii) Purchaser shall, and shall cause its Affiliates and Representatives to, maintain in confidence any written, oral or other information of or relating to Seller and its Affiliates (other than information relating to the Company) obtained by virtue of Purchaser's ownership of the Company from and after the Closing, 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 or such information can be shown to have been in the public domain through no fault of the applicable party. After the Closing, Purchaser shall, and shall cause its Affiliates and Representatives to, use commercially reasonable efforts to promptly (and in any event within thirty (30) days after the Closing) remove, erase, delete or otherwise destroy all information of or relating to Seller and its Affiliates (other than information relating to the Company) (whether in print, electronic or other forms) in the possession of any employee of the Company. The requirements of this Section 5.02(e) shall not apply to the extent that (i) any such any such information is or becomes generally available to the public other than (A) in the case of Purchaser, as a result of disclosure by any of Seller, any of their Affiliates or any of their Representatives and (B) in the case of Seller, as a result of disclosure by Purchaser, the Company (after the Closing Date) or any of their respective Affiliates or Representatives, (ii) any such information is required or requested by applicable Law, Governmental Order or a Governmental Authority to be disclosed after prior notice has been given to the other parties (to the extent such prior notice is permitted to be given under applicable Law); provided that the disclosing party, to the extent reasonably requested by the other parties, shall cooperate with such other parties in seeking an appropriate order or other remedy protecting such information from disclosure, (iii) any such information is reasonably necessary to be disclosed in connection with any Litigation or (iv) any such information was or becomes available to such party on a non-confidential basis and from a source (other than a party to this Agreement or any Affiliate or Representative of such party) that is not bound by a confidentiality agreement with respect to such information. Each of the parties hereto shall instruct its Affiliates and Representatives having access to such information of such confidentiality obligations.

(f) Subject to Section 5.02(e), 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 relating to periods ending on or prior to the Closing Date (i) as may be required by any Governmental Authority, including pursuant to any applicable Law or regulatory request, or (ii) as may be necessary for Seller or its Affiliates to perform their respective obligations pursuant to this Agreement or the Ancillary Agreements, subject to compliance with all applicable privacy Laws. Purchaser agrees that, with respect to all original books, data, files, information and records of the Company existing as of the Closing Date, it shall (A) comply in all material respects with all applicable Laws relating to the preservation and retention of records, (B) apply preservation and retention policies that are no less stringent than those generally applied by Purchaser to its own books and records and (C) for at least seven years after the Closing Date, preserve and retain all such original books, data, files, information and records.

(g) From the date hereof through the Closing Date, Seller shall provide to Purchaser within [REDACTED] following the filing thereof (i) the unaudited statutory statements of the Company as of the end of and for each calendar quarter and (ii) the annual statutory statement for the Company as of and for each calendar year (the financial statements described in clauses (i) and (ii), the “Future Financial Statements”). From the date hereof through the Closing Date, Seller shall provide to Purchaser promptly following completion thereof, any management financial reports, litigation reports and other material reports that are otherwise prepared for management of Seller, the Company or their respective Affiliates in the ordinary course of business consistent with past practice.

(h) From the date hereof through the Closing Date, Seller shall, and shall cause the Company and Seller’s and the Company’s Representatives to, as and when reasonably requested by Purchaser and at Purchaser’s expense, provide reasonable cooperation and assistance to Purchaser and its Affiliates in connection with presentations to and communications with any rating agency regarding the Company.

Section 5.03 Governmental Approvals.

(a) Upon the terms and subject to the conditions set forth in this Agreement (including Section 5.03(c)), Purchaser shall make, in the most expeditious manner practicable, and in no event later than [REDACTED] after the date of this Agreement, a Form A filing with the OCI, and Purchaser or Seller, as applicable, shall make in the most expeditious manner practicable, and in no event later than [REDACTED] after the date of this Agreement all other filings and applications with and to, and shall work diligently and in good faith to obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of, all applicable Governmental Authorities necessary, proper and advisable to consummate the transactions contemplated by this Agreement. In furtherance of the foregoing, Purchaser shall use reasonable best efforts to provide such information as required in connection with any such filing with any Governmental Authority whose consent or approval is necessary, proper and advisable to consummate the transactions contemplated by this Agreement, and otherwise to comply with any requirements or restrictions that may be imposed in connection therewith.

(b) In connection with the filings, submissions, applications, notifications and report forms described in Section 5.03(a), each of Seller and Purchaser shall (i) subject to applicable Law, provide the other party with a draft of any filing, submission, application, notification or report form and a reasonable opportunity to review such draft before making or causing to be made such filing, submission, application, notification or report, and consider in good faith the views of such other party regarding such filing, submission, application, notification or report, (ii) not extend any applicable waiting or review periods or enter into any agreement with a Governmental Authority to delay or not to consummate the transactions contemplated hereby, except with the prior written consent of the other party, (iii) not amend, revoke or refile any filing, submission, application, notification or report form, except with the prior written consent of the other party, (iv) not have any substantive communications with any Governmental Authority in respect of any such filing, submission, application, notification or report unless they have engaged in prior consultation with the other party and, to the extent permitted by such Governmental Authority, given the other party a reasonable opportunity to participate and (v) keep each other apprised of the status of any communications with, and any

inquiries or requests for additional information from, any Governmental Authority. Nothing in this Section 5.03 or any other provision in this Agreement shall require any party hereto, or any of their respective Affiliates to disclose to any other party hereto (i) any information that in the reasonable judgment of such party or any of its respective Affiliates (as the case may be) would result in the disclosure of any trade secrets of third parties or violate any of its obligations with respect to confidentiality, (ii) any privileged information or confidential competitive information (including trade secrets) of such party or any of their respective Affiliates to the other party, or (iii) any personal financial information or personally identifiable information.

(c) Notwithstanding anything in this Agreement to the contrary, none of Purchaser or any of its Affiliates shall be obligated to take or refrain from taking or to agree to Purchaser, any of its Affiliates or the Company taking or refraining from taking any action or to suffer to exist any condition, limitation, restriction or requirement that, individually or in the aggregate, would or would reasonably be expected to result in a Burdensome Condition. The Company shall not take or refrain from taking or agree to take or refrain from taking any such action, or to suffer to exist any such condition, limitation restriction or requirement. A “Burdensome Condition” means

[REDACTED]

(d) Notwithstanding anything in this Agreement to the contrary, all filing fees payable in connection with all filings with Governmental Authorities made in connection with this Section 5.03 shall be borne by Purchaser.

(e) If the Closing has not occurred on or prior to [REDACTED] Seller shall cause the Company to file its annual statement for the year ended December 31, 2021, with the OCI and any other applicable Governmental Authorities.

(f) From the date hereof until the Closing Date, Seller shall cause the Company to use its reasonable best efforts to submit the filings and applications set forth on Section 5.03(f) of the Purchaser Disclosure Schedule, at Purchaser’s cost and expense, and shall otherwise reasonably cooperate with Purchaser, at Purchaser’s cost and expense, in the preparation of such filings and applications.

Section 5.04 Further Assurances. From time to time after the Closing Date, at the request of a party hereto, without further consideration and at the expense of the party so requesting, each

other party shall execute and deliver to such requesting party, or shall cause to be executed and delivered to such requesting party, such additional instruments or documents, and shall take or cause to be taken such other actions, as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

Section 5.05 Public Announcements. Neither Purchaser 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 or thereby without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed); provided that a party may, without the prior consent of the other party, issue such press release or make such public statement or filing as may be required by applicable Law or Governmental Order or rating agencies; provided, further, that the disclosing party reasonably consults with the other party to the extent practicable prior to issuing such press release or making such public statement or filing.

Section 5.06 Insurance.

(a) At or prior to the Closing, Seller shall cause the Company to purchase “tail” insurance coverage (the “Tail Policies”), for the directors and officers, covering the Company as of the date hereof (a) insuring the Company for directors and officers liability insurance, (b) with a claim reporting or discovery period of at least six (6) years after the Closing, (c) in a form reasonably acceptable to Purchaser and (d) on terms substantially comparable in all material respects to the relevant existing policies. The cost for any such Tail Policies shall be borne by Seller. Seller shall not, and shall not permit the Company to, in each case without the prior written consent of Purchaser, terminate, modify or amend, or waive any rights under any existing policies. Prior to the Closing, Seller shall use, and cause the Company to use, its commercially reasonable efforts to cooperate with Purchaser to facilitate obtaining any other tail, run-off or other insurance policies with effect as of the Closing, in each case, at the Company’s expense.

(b) The provisions of the Organizational Documents of the Company concerning the elimination of liability and indemnification of directors or other persons shall not be amended in any manner following the Closing that would adversely affect the rights thereunder of any person that is as of the date of this Agreement or immediately prior to the Closing covered under any such elimination of liability or indemnification provisions. In addition to the foregoing, from and after the Closing Date for a period of six years, the Company shall (and Purchaser shall cause the Company to) indemnify and hold harmless (or cause to be indemnified and held harmless) to the maximum extent permitted by applicable Law, each person who is, or at the Closing Date will be, a current or former director, employee or officer of the Company (the “D&O Indemnitees”) against all Losses arising out of or pertaining to acts or omissions (or alleged acts or omissions) of the D&O Indemnitees, or any of them, in their capacity as such. To the maximum extent permitted by applicable Law, the indemnification and related rights hereunder shall be mandatory rather than permissive, and from and after the Closing Date, the Company shall (and Purchaser shall cause the Company to) promptly advance expenses in connection with such indemnification to the extent permitted under applicable Law; provided that any person to whom expenses are advanced provides an undertaking, if and only to the extent required by applicable Law or the Company’s Organizational Documents, to repay such advances if it is ultimately determined that such person is not entitled to indemnification.

(c) In the event that Purchaser or the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving Person or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then and in either such case, proper provision shall be made so that the successors and assigns of Purchaser or the applicable Company, as the case may be, shall assume the obligations set forth in this Section 5.06.

Section 5.07 Intercompany Obligations. Except as set forth on Section 5.07 of the Seller Disclosure Schedule or as expressly contemplated by this Agreement or any Ancillary Agreement, effective as of the Closing, (i) the Company shall be released from any obligations or liabilities under, and shall cease to have any rights or privileges pursuant to, any and all Intercompany Contracts and (ii) Seller and its Affiliates shall be released from any obligations or liabilities under, and shall cease to have any rights or privileges pursuant to, any and all Intercompany Contracts.

Section 5.08 Third Party Consents; Assignment of Contracts.

(a) Except as otherwise agreed by the parties, Seller and Purchaser shall cooperate and use commercially reasonable efforts to obtain all consents, approvals and agreements of any non-Affiliate (other than a Governmental Authority) set forth on Section 5.08 of the Seller Disclosure Schedule or otherwise necessary, proper and advisable for the consummation of the transactions contemplated hereby. Notwithstanding anything to the contrary contained in this Agreement, to the extent that any such non-Affiliate consents, approvals or agreements shall not have been obtained prior to the Closing Date, Purchaser and Seller shall continue to cooperate with each other and use commercially reasonable efforts to obtain such consents, approvals or agreements as promptly as reasonably practicable thereafter for a period of six months after the Closing. Pending receipt of any such consents, approvals or agreements, Purchaser and Seller shall, and shall cause their respective Affiliates to, cooperate with each other to effect mutually agreeable, reasonable and lawful arrangements designed to provide both Purchaser and Seller and their respective Affiliates with substantially similar rights and benefits that would have accrued to such Person had such consents, approvals or agreements been obtained, including by means of participation agreements, transition services arrangements or otherwise. Any costs and expenses payable to third parties in connection with the procurement of any such consents, approvals and agreements (whether such costs and expenses are incurred prior to the date of this Agreement or following the date of this Agreement, pursuant to this Section 5.08) shall be borne fully by Seller.

(b) From and after the date of this Agreement through the first anniversary of the Closing Date, Seller shall, and shall cause its Affiliates to, cooperate with Purchaser to the extent reasonably requested by Purchaser and use its commercially reasonable efforts to assign (in whole or in part), amend (in whole or in part) or enter into a new agreement with the counterparty to any Shared Contract listed in Section 5.08(b) of the Seller Disclosure Schedule with respect to the matters addressed by such Shared Contract that are related to the Business; provided that Seller shall not be required to compromise any right, asset or benefit or expend any amount or incur any liabilities or provide any other consideration in connection therewith.

Section 5.09 Transition; [REDACTED] Administrative Services Agreement.

(a) As soon as reasonably practicable after the date of this Agreement (and in any event within thirty (30) days hereafter), and subject to applicable Law, the parties shall establish a liaison committee (the “Transition Work Group”) to develop a plan for separating the Business from the businesses of Seller and its Affiliates (other than the Company). The Transition Work Group shall meet regularly to oversee, plan for, manage and implement such separation, as well as the migration of the Business to allow for the integration of the Business with the other businesses of Purchaser, including (a) separation and migration arrangements and (b) transitional arrangements, including negotiating in good faith any updates or amendments to the Transition Services Agreement (including the schedules thereto), which shall provide for services that are sufficient to enable Purchaser to operate the Business in the manner operated in the twelve months prior to the date hereof. [REDACTED]

[REDACTED] In addition, the Transition Work Group will oversee obtaining third party consents or assigning, amending or entering into new agreements with third parties, in each case as set forth in Section 5.08 or as otherwise reasonably requested by Purchaser to operate the Business in the manner operated in the twelve months prior to the date hereof. Within ninety (90) days following the date hereof, the Transition Work Group shall have developed an initial separation plan (including information technology system requirements for the Business) (the “Initial Transition Plan”), which shall be revised by mutual agreement after the Closing such that within ninety (90) days following the Closing, Seller and Purchaser shall have developed a full separation and migration plan (the “Full Transition Plan” and, together with the Initial Transition Plan, the “Transition Plans”).

[REDACTED]

(c) Between the date hereof and the Closing Date, Seller and Purchaser will negotiate in good faith the Administrative Services Agreement to provide for the administration, through the fourth (4th) anniversary of the Closing, by Seller or an Affiliate of Seller of (i) the Seller-Administered Policies [REDACTED].

Section 5.10 Employee Non-Solicit.

(a) Each of Seller and Purchaser covenants and agrees that for a period of [REDACTED] following the date of this Agreement, neither it nor any of its Controlled Affiliates shall, without the prior written consent of the other party, directly or indirectly solicit for employment, hire or enter into an agency or consulting relationship with any personnel employed by the other party or its Affiliates with whom such first party initially came into contact in connection with the transactions contemplated by this Agreement or the Ancillary Agreements.

(b) Nothing in this Section 5.10 shall prohibit any party from engaging in general solicitations not specifically directed at such Persons and employing any such Person who responds to such general solicitations, or from soliciting, employing or contracting for the services

of any such Person whose employment with or engagement by the other party or any of its Affiliates has been terminated by the other party or its applicable Affiliate or who has otherwise ceased to be employed or engaged by the other party or any of its Affiliates.

Section 5.11 Use of Names and Marks; Company Website.

(a) From and after the Closing, Purchaser shall not permit the Company to represent or hold itself out to be associated with or in any way affiliated with Seller or its Affiliates and shall cease all use of Seller's Marks, including all logos.

(b) Notwithstanding the foregoing, nothing in this Section 5.11 shall prohibit the Company from using Seller's Marks solely as is reasonably necessary for historical reference in communications in connection with the administration of the Business or with Governmental Authorities.

(c) For [REDACTED] following the Closing Date, the Company shall have a limited, personal, non-exclusive, non-transferable, non-sublicensable, royalty-free license to continue to use Seller's Marks solely in connection with the operation of the Company and on advertising, promotional materials, packaging, inventory, collateral goods, stationery, envelopes, checks, business cards, product and service literature and materials and other materials (collectively, "Materials") in existence as of the Closing Date, in substantially the same manner as such Materials were used as of the Closing in all material respects. Any goodwill arising from the use of Seller's Marks as described in this Section 5.11 shall inure to the benefit of Seller and its Affiliates, and Purchaser shall cause the Company to ensure that the Materials and all services offered in connection therewith shall be of a level of quality equal to or greater than the quality of the materials and services with respect to which the Company used Seller's Marks immediately prior to the Closing Date.

(d) Notwithstanding anything to the contrary in this Agreement, Seller shall assign, or shall cause to be assigned, to the Company the ownership of (i) any domain name used in connection with the Business at any time during the twelve (12) months prior to the date hereof and (ii) all Intellectual Property owned by Seller or its Affiliates primarily used by the Company or related to the Business.

Section 5.12 Electronic Data Room. Seller shall deliver to Purchaser a complete and correct electronic copy of the Electronic Data Room as in existence on the date hereof together with all documents and materials added to the Electronic Data Room on and after the date hereof and on or prior to the Closing Date. From and after the Closing, Seller and its Affiliates shall cease to have access to the Electronic Data Room and shall destroy (or deliver to Purchaser) copies of any information, documents or materials made available on such site prior to the Closing and held by Seller or its Affiliates in any format (including on any electronic or magnetic media or any electronic data base systems).

Section 5.13 Seller Confidentiality Agreements. Within ten (10) Business Days following the date hereof, Seller shall request that all Persons who executed a confidentiality agreement with Seller or any of its Affiliates since January 1, 2021, relating to the potential sale of the Company or bulk reinsurance transaction involving the Company, return or destroy all

confidential information heretofore furnished to such Person by or on behalf of Seller or its Affiliates in accordance with the terms of such agreement. Following the Closing, Seller shall notify Purchaser in the event that Seller becomes aware of a breach of any such agreement, and, if so directed by Purchaser, shall enforce its rights thereunder for Purchaser's benefit, at Purchaser's sole expense.

Section 5.14 Exclusivity. From and after the date of this Agreement, Seller shall not, and shall cause its Affiliates not to, directly or indirectly, (a) solicit, initiate, encourage or facilitate any inquiry, indication of interest, proposal or offer from any Person other than Purchaser (an "Alternate Bidder") relating to or in connection with a proposal or offer for a merger, consolidation, amalgamation, bulk reinsurance, business combination, share exchange, sale or transfer of properties or assets or sale of any Shares (including by way of a tender or exchange offer), whether direct or indirect, or similar transaction involving the Company or any part of the business of the Company, whenever conducted (in each case, other than in connection with the acquisition, disposition or custody of investment assets in the ordinary course of business, an "Acquisition Proposal"), (b) participate in or attend any discussions or negotiations or enter into any agreement, arrangement or understanding, whether or not legally binding, with, or provide or confirm any information to, any Alternate Bidder relating to or in connection with any Acquisition Proposal by such Alternate Bidder or (c) accept any proposal or offer from any Alternate Bidder relating to a possible Acquisition Proposal or otherwise commit to, or enter into or consummate any transaction contemplated by any Acquisition Proposal with any Alternate Bidder. In the event that Seller or any of its Affiliates receives an Acquisition Proposal, Seller shall promptly notify Purchaser of such proposal and provide a copy thereof (if in written or electronic form) or, if in oral form, a written summary of the terms and conditions thereof, including the names of the interested parties.

Section 5.15 Release. Seller shall, and shall cause its Affiliates to (other than the Company), and hereby do, effective as of the Closing, release, waive and forever discharge the Company and each of its directors, officers, employees, Affiliates, agents and Representatives from any and all Litigation, debts, liens, sums of money, accounts, judgments, claims and demands whatsoever, at law or in equity, either in contract or in tort, whether known or unknown, on account of, arising out of or relating to or resulting from any contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed, was taken or expressly permitted prior to the Closing; provided, however, that nothing in this Section 5.15 shall release, waive or discharge any Litigation, debts, liens, sums of money, accounts, judgments, claims and demands whatsoever, at law or in equity, either in contract or in tort, whether known or unknown, on account of or arising out of this Agreement or the Ancillary Agreements.

Section 5.16 Assets; Real Property.

(a) If any Investment Asset of the Company matures, is redeemed or is fully amortized between the date hereof and the Closing Date, then Seller shall cause the Company not to reinvest the proceeds of such Investment Asset and to instead maintain such proceeds in cash.

(b) Prior to the Closing Date, Seller shall cause the Company to sell, distribute or otherwise transfer the Owned Real Property [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

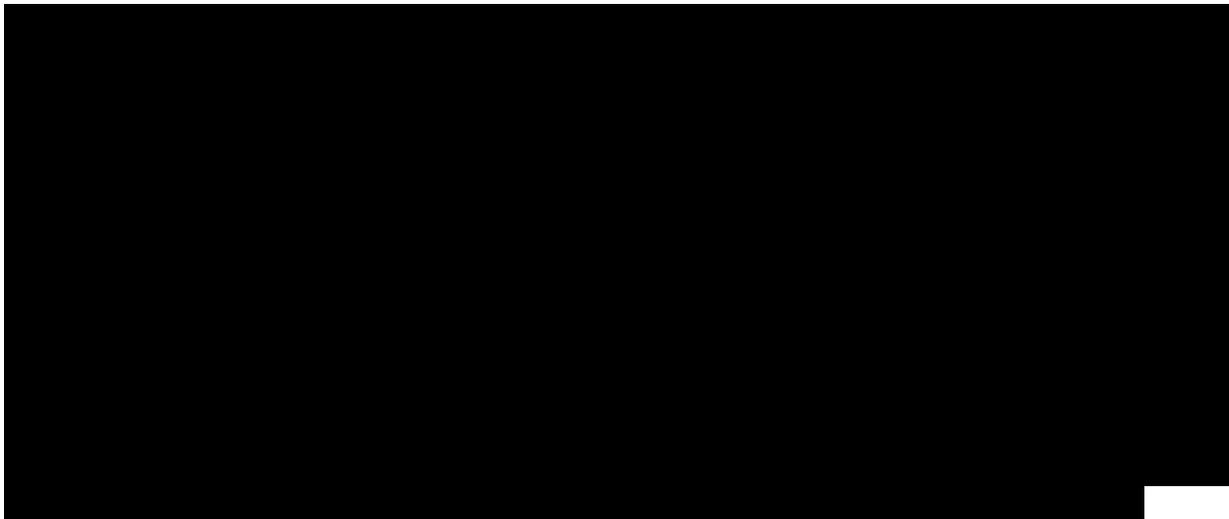
ARTICLE VI

Tax Matters

Section 6.01 Liability for Taxes.

(a) Seller shall indemnify and defend each of the Purchaser Indemnitees against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

[REDACTED]



(c) Notwithstanding anything herein to the contrary, Purchaser and Seller each shall pay fifty percent (50%) of any real property transfer, transfer, sales, use, stamp, stock transfer, or other similar Tax imposed on the transactions effectuated by this Agreement. The party required by applicable Law to file Tax Returns with respect to such Taxes shall do so in the time and manner prescribed by applicable Law and the other party shall promptly reimburse the filing party for any Taxes for which the non-filing party is liable under this Section 6.01(c). Each party shall cooperate upon the reasonable request of the other party in the preparation and filing of such Tax Returns. Purchaser and Seller shall each bear fifty percent (50%) of any out-of-pocket costs incurred to prepare and file any Tax Returns under this Section 6.01(c).

Section 6.02 Tax Returns.

(a) Seller shall prepare and file (or cause to be prepared and filed) all Tax Returns (i) of the Company that are due (taking into account extensions) on or prior to the Closing Date or (ii) that are Consolidated or Combined Returns. Purchaser shall prepare and file (or cause

to be prepared and filed) all other Tax Returns of the Company with respect to a Taxable year or period beginning before the Closing Date and that are not required to be filed by Seller pursuant to the foregoing sentence; provided, that this obligation to prepare and file Tax Returns shall not prejudice Purchaser's right to receive services in respect thereof from Seller under the Transition Services Agreement. Seller and Purchaser shall remit (or cause to be remitted) all Taxes shown as due in connection with any Tax Returns that Seller or Purchaser is required to file under this Section 6.02(a). Each of Seller and Purchaser shall reimburse the other within ten (10) days of demand therefor for any Taxes for which it is obligated to indemnify the other party under Section 6.01(a) but which are remitted with a Tax Return required to be filed by the other party under this Section 6.02(a).

(b) With respect to any premium and any other material Tax Return that Seller is required to prepare and file under Section 6.02(a) (other than a federal Consolidated or Combined Return) not less than thirty (30) days prior to the due date for such Tax Return, taking into account extensions (or, if such due date is within thirty (30) days following the Closing Date, as promptly as practicable following the Closing Date), Seller shall provide Purchaser, for Purchaser's approval (which approval shall not be unreasonably withheld, conditioned or delayed), a copy of such Tax Return prepared in accordance with past practice of Seller, its Affiliates and the Company. Any disagreements regarding such Tax Return that cannot be resolved shall be submitted to the Independent Accountant, and each party shall each bear one-half of any associated costs, and Seller shall file or cause to be filed such Tax Return as finally agreed by the parties or by the Independent Accountant; provided, however, that if the Independent Accountant is unable to resolve such disagreement prior to the due date for such Tax Return, Seller shall file such Tax Return as prepared by Purchaser and shall promptly amend and re-file such Tax Return in accordance with any decision by the Independent Accountant in Seller's favor (such procedures, the "Tax Dispute Mechanism"). With respect to any Tax Return that Purchaser is required to prepare and file under Section 6.02(a), and for which Seller may have obligations under Section 6.01(a), not less than thirty (30) days prior to the due date for such Tax Return, taking into account extensions (or, if such due date is within thirty (30) days following the Closing Date, as promptly as practicable following the Closing Date), Purchaser shall provide Seller, for Seller's approval (which approval shall not be unreasonably withheld, conditioned or delayed), a copy of such Tax Return prepared in accordance with past practice of Seller, its Affiliates and the Company except as otherwise required by applicable Law. Any disagreements regarding such Tax Return shall be resolved through the Tax Dispute Mechanism.

(c) Without the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed), Purchaser shall not, and shall not permit any of its Affiliates to, amend any Tax Returns, file any Tax returns for the first time in a jurisdiction not previously filed in, or make or change any Tax elections or accounting methods, in each case with respect to the Company relating to a Taxable year or period beginning before the Closing Date, except to the extent required by applicable Tax Law. Upon a determination by Purchaser or any such Affiliate that such amendment, filing or making or changing of any Tax elections or accounting methods is so required, Purchaser shall promptly notify Seller of such determination. Without the prior written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed), Seller shall not, and shall not permit any of its Affiliates to, amend any Tax Returns, file any Tax Returns for the first time in a jurisdiction not previously filed in or make or change any Tax elections or accounting methods, in each case with respect to the Company relating to a Post-

Lockbox Date Tax Period, except to the extent required by applicable Tax law. Upon a determination by Seller or Purchaser or any such Affiliate that such amendment, filing or making or changing of any Tax elections or accounting methods is so required, Seller or Purchaser, as the case may be, shall promptly notify the other of such determination. Any resulting disagreement between Purchaser and Seller shall be resolved through the Tax Dispute Mechanism.

Section 6.03 Tax Contests.

(a) Purchaser shall use commercially reasonable efforts to promptly notify Seller after receipt by Purchaser or any of its Affiliates of written notice of any pending federal, state, local or foreign Tax audit or examination of the Company which would be reasonably expected to affect the Tax Liabilities for which Seller is liable pursuant to Section 6.01(a) (each, a “Tax Contest”).

(b) Seller shall have the sole right to represent the interests of the Company in any such Tax Contest relating to Taxable periods ending on or before the Closing Date and to employ counsel of its choice at its expense; provided, that Purchaser shall have the right to participate and to employ counsel of its choice at its expense in any such Tax Contest with respect to Taxes imposed solely on the Company that are not imposed on or calculated with respect to a Consolidated Tax Group; and provided, further, that neither Seller nor any of its Affiliates may settle any such Tax Contest that could reasonably be expected to affect the amount of Taxes for which the Company is liable after the Closing Date without the written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. Purchaser may control any Tax Contest relating to the Company that Seller would otherwise have the right to control under this Section 6.03 if Seller does not provide written notice to Purchaser that it elects to control such Tax Contest pursuant to this Section 6.03 or subsequently informs Purchaser in writing that Seller no longer wishes to control such Tax Contest.

(c) Purchaser or its Affiliates shall represent the interests of the Company in any Tax Contest other than those described in Section 6.03(b) and to employ counsel of its choice at its expense; provided, that Seller shall have the right to participate in any such Tax Contest and to employ counsel of its choice at its expense; and provided, further, that neither Purchaser nor any of its Affiliates may settle any such Tax Contest without the written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.04 Cooperation. Purchaser and Seller shall (and shall cause their respective Affiliates to) (a) provide the other party and its Affiliates with such assistance as may be reasonably requested in connection with the preparation of any Tax Return or any audit or other examination by any taxing authority or any judicial or administrative proceeding relating to Taxes, (b) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish any exemption from (or otherwise reduce) Taxes described in Section 6.01(c), and (c) 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, audit, examination or proceeding until the earlier of (i) the six (6) year anniversary of the Closing Date or (ii) the expiration of the applicable statute of limitations; 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.

Section 6.05

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 6.07 Other Tax Matters Notwithstanding anything to the contrary in this Agreement (including Article X), the obligations of the parties set forth in this Article VI shall survive until sixty (60) days after the expiration of all applicable statutes of limitation (taking into account extensions thereof); provided, however, that any claims asserted in good faith within such period shall survive until finally resolved. For the avoidance of doubt the amount of Losses for which Purchaser Indemnitees are entitled to indemnification under Section 6.01(a) shall not be subject to the limitations under Section 10.03(a).

ARTICLE VII

Conditions Precedent

Section 7.01 Conditions to Obligations of Purchaser and Seller. The obligations of Purchaser and Seller to consummate the transactions contemplated hereby shall be subject to the satisfaction or, if permitted by applicable Law, waiver by Seller and Purchaser of the following conditions:

(a) No Governmental Order. There shall be no Governmental Order in existence that prohibits the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

(b) Governmental Approvals. Seller shall have received all consents, authorizations or approvals from the Governmental Authorities referred to in Section 7.01(b) of the Seller Disclosure Schedule and Purchaser shall have received all consents, authorizations or approvals from the Governmental Authorities referred to in Section 7.01(b) of the Purchaser Disclosure Schedule (collectively, the “Required Approvals”), in each case without any imposition of a Burdensome Condition on Purchaser, its Affiliates or the Company, and no such consent, authorization or approval shall have expired or been revoked.

Section 7.02 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated hereby shall be subject to the satisfaction or, if permitted by applicable Law, waiver by Purchaser of the following additional conditions:

(a) Representations; Performance. (i) The representations and warranties of Seller contained in Section 3.01, Section 3.02, Section 3.04, Section 3.05 and Section 3.22 shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (such representation and warranties, the “Seller Fundamental Representations”), (ii) the other representations and warranties of Seller set forth in Article III (other than the Seller Fundamental Representations) and in any certificate or other writing delivered pursuant hereto shall be true and correct (without giving effect to any exception or qualification in such representations and warranties relating to “material,” “materiality” or “Material Adverse Effect”) in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except to the extent any failure of such

representations and warranties in this clause (ii) to be so true and correct would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect. Seller shall have in all material respects duly performed and complied with all covenants required by this Agreement to be performed or complied with by Seller at or prior to the Closing and (iii) Seller shall have delivered to Purchaser a certificate, dated as of the Closing Date, signed by a duly authorized officer of Seller to the effect set forth above in this Section 7.02(a) and Section 7.02(e).

(b) FIRPTA Certificate. Seller shall have delivered to Purchaser a statement, meeting the requirements of Section 1.1445-2(b) of the Treasury Regulations, to the effect that Seller is not a “foreign person” within the meaning of Section 1445 of the Code and the Treasury Regulations thereunder.

(c) Ancillary Agreements. Seller shall have delivered to Purchaser a duly executed counterpart of the Transition Services Agreement and the Administrative Services Agreement, in each case, to which it or one of its Affiliates (other than the Company) is a party.



(e) No Material Adverse Effect. There shall not have occurred any Material Adverse Effect.

Section 7.03 Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated hereby shall be subject to the satisfaction or, if permitted by applicable Law, waiver by Seller of the following additional conditions:

(a) Representations; Performance. (i) The representations and warranties of Purchaser contained in Section 4.01, Section 4.02 and Section 4.09 shall be true and correct in all respects as of the date hereof and as of the Closing Date as if made on the Closing Date (such representations and warranties, the “Purchaser Fundamental Representations”), (ii) the other representations and warranties of Purchaser contained in Article IV shall be true and correct (without giving effect to any exception or qualification in such representations and warranties relating to “material,” or “materiality”) as of the date hereof and as of the Closing Date as if made on the Closing Date (other than any representation or warranty expressly made as of another date, which representation or warranty shall have been true and correct as of such date), except to the extent any failure of such representations and warranties, individually or in the aggregate, to be true and correct has not had, and would not reasonably be expected to have, a material adverse effect on Purchaser, (iii) the covenants contained in this Agreement to be complied with by Purchaser at or before the Closing shall have been complied with in all material respects and (iv) Purchaser shall have delivered to Seller a certificate, dated as of the Closing Date, signed by a duly authorized officer of Purchaser to the effect set forth above in this Section 7.03(a).

(b) Ancillary Agreements. Purchaser shall have delivered to Seller a duly executed counterpart of the Transition Services Agreement and the Administrative Services Agreement, in each case, to which it or one of its Affiliates (including the Company) is a party.

ARTICLE VIII

Closing Deliverables

(a) At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following:

- (i) the executed certificate described in Section 7.02(a) and (b);
- (ii) certificates representing the Shares duly endorsed in blank, or accompanied by stock powers duly executed in blank, in proper form for transfer on the stock transfer books of the Company;
- (iii) an executed cross-receipt for the Purchase Price paid at the Closing;
- (iv) the Resignations; and
- (v) an executed counterpart of the Transition Services Agreement by Seller or any of Seller's Affiliates (other than the Company) that are party thereto;
- (vi) an executed counterpart of the Administrative Services Agreement by Seller or any of Seller's Affiliates (other than the Company) that are party thereto;

 and

(viii) any Books and Records of the Company not on the premises of the Company.

(b) At the Closing, Purchaser shall deliver or cause to be delivered to Seller the following:

- (i) the executed certificate(s) described in Section 7.03(a);
- (ii) the Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Seller in writing no later than the second (2nd) Business Day prior to the Closing Date;
- (iii) an executed cross-receipt for the Shares delivered at the Closing;
- (iv) an executed counterpart of the Transition Services Agreement by Purchaser or any of its Affiliates (including the Company) that are party thereto; and

(v) an executed counterpart of the Administrative Services Agreement by Purchaser or any of its Affiliates (including the Company) that are party thereto.

(c) At or prior to the Closing, each party hereto shall deliver to the other party hereto copies (or other evidence) of all of the Required Approvals received prior to Closing.

ARTICLE IX

Termination

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing Date:

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

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

(i) the Closing shall not have been consummated on or before the date that is [REDACTED] from the date hereof (the “End Date”), provided that the right to terminate this Agreement pursuant to this Section 9.01(b)(i) shall not be available to any party whose or whose Affiliates’ or Representatives’ breach of any provision of this Agreement has substantially contributed to the failure of the Closing to be consummated by such time; provided, further, that if the Closing hereunder has not occurred due solely to the failure of a party to receive a required consent or approval from a Governmental Authority, the parties agree to extend the End Date [REDACTED] and to continue to comply with the terms of this Agreement; or

(ii) any Governmental Order of any Governmental Authority having competent jurisdiction enjoining Purchaser or Seller from consummating the Closing is entered and such Governmental Order shall have become final and non-appealable;

(c) by Purchaser by notice to Seller, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Seller set forth in this Agreement shall have occurred that would cause the condition set forth in Section 7.02(a) not being satisfied, and such breach is (A) not capable of being cured by the End Date or (B) if curable, is not cured within the earlier of (x) [REDACTED] after the giving of written notice by Purchaser to Seller and (y) the End Date (including as such date may be extended pursuant to Section 9.01(b)(i)); provided that Purchaser shall not have the right to terminate this Agreement pursuant to this Section 9.01(c) if Purchaser is then in breach or violation of any of its representations, warranties or covenants contained in this Agreement; or

(d) by Seller by notice to Purchaser, at any time if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Purchaser set forth in this Agreement shall have occurred that would cause the condition set forth in Section 7.03(a) not being satisfied, and such breach is (A) not capable of being cured by the End Date or (B) if curable, is not cured within the earlier of (x) [REDACTED] after the giving of written notice by Seller to Purchaser (ii) and (y) the End Date (including as such date may be extended pursuant to Section 9.01(b)(i)); provided that Seller shall not have the right

to terminate this Agreement pursuant to this Section 9.01(d) if Seller is then in breach or violation of any of its representations, warranties or covenants contained in this Agreement.

Section 9.02 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 9.01, 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 9.02; 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 and material breach of this Agreement (it being acknowledged and agreed by the parties hereto that the failure to effect the Closing by any party that was otherwise obligated to do so under the terms of this Agreement shall be deemed to be a willful and material breach of this Agreement). The provisions of the Confidentiality Agreement (in accordance with its terms), this Section 9.02, Section 1.01, Section 11.01, Section 11.04 and Section 11.11 shall survive any termination hereof pursuant to Section 9.01.

(b) If this Agreement is terminated pursuant to Section 9.01(a), by Seller or Purchaser pursuant to Section 9.01(b) or by Purchaser pursuant to Section 9.01(c), Seller shall promptly, and in any event within two (2) Business Days after the date of such termination, pay Purchaser the Termination Fee by wire transfer of immediately available funds. The Parties acknowledge that the agreements contained in this Section 9.02(b) are an integral part of the transactions contemplated hereby and that, without these agreements, the Parties would not enter into this Agreement. Accordingly, if Seller fails promptly to pay any amount due pursuant to this Section 9.02(b), Seller shall also pay any costs and expenses (including reasonable legal fees and expenses) incurred by Purchaser in connection with any action to enforce this Agreement that results in an order for such amount against Seller pursuant to this Section 9.02(b). Any amount not paid when due pursuant to this Section 9.02(b) shall bear interest from the date such amount is due until the date paid at the Prime Rate [REDACTED].

ARTICLE X

Indemnification

Section 10.01 Indemnification by Seller. Following the Closing, subject to the other terms and conditions of this Article X, Seller shall indemnify and defend each of Purchaser and its Affiliates (including the Company) and their respective Representatives (collectively, the “Purchaser Indemnitees”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement (other than the representations or warranties set forth in Section 3.16 which shall be governed by Article VI) or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or the Ancillary Agreements; or

(c) the specified items set forth in Section 10.01 of the Seller Disclosure Schedule.

Section 10.02 Indemnification by Purchaser. Following the Closing, subject to the other terms and conditions of this Article X, Purchaser shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the “Seller Indemnitees”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Purchaser contained in this Agreement or in any certificate or instrument delivered by or on behalf of Purchaser pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Purchaser pursuant to this Agreement.

Section 10.03 Certain Limitations. The indemnification provided for in Section 10.01 and Section 10.02 shall be subject to the following limitations:

(a) Seller shall not be liable to Purchaser Indemnitees for indemnification under Section 10.01(a) except to the extent that the aggregate amount of all Losses with respect to all claims thereunder exceeds [REDACTED] (the “Basket”), in which event Seller shall be required to pay or be liable for all such Losses in excess of the Basket. The aggregate amount of all Losses for which Seller shall be liable pursuant to Section 10.01(a) shall not exceed [REDACTED] (the “Cap”).

(b) Purchaser shall not be liable to Seller Indemnitees for indemnification under Section 10.02(a) except to the extent that the aggregate amount of all Losses with respect to all claims thereunder exceeds the Basket, in which event Purchaser shall be required to pay or be liable for all such Losses in excess of the Basket. The aggregate amount of all Losses for which Purchaser shall be liable pursuant to Section 10.02(a) shall not exceed the Cap.

(c) Notwithstanding the foregoing, the limitations set forth in Section 10.03(a) and Section 10.03(b) shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of the Seller Fundamental Representations, the Purchaser Fundamental Representations, Losses based upon or arising out of fraud or willful misconduct by Seller or Purchaser, respectively, or any Losses based upon, arising out of, with respect to or by reason of Section 10.01(b) or (c) or Section 10.02(b).

(d) For purposes of this Article X, any inaccuracy in or breach of any representation or warranty and the amount of Losses arising therefrom shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

Section 10.04 Indemnification Procedures.

(a) The party making a claim under this Article X is referred to as the “Indemnified Party”, and the party against whom such claims are asserted under this Article X is referred to as the “Indemnifying Party”. In the event that either party wishes to assert a claim for indemnification hereunder, the party seeking indemnification Indemnified Party shall deliver written notice in the manner provided for in this Section 10.04(a) (a “Claims Notice”) to the Indemnifying Party no later than fifteen (15) Business Days after such claim becomes known to the Indemnified Party, specifying the facts constituting the basis for, and the amount (if known) of the claim asserted. Failure to deliver a Claims Notice in a timely manner as specified herein shall not be deemed a waiver of the Indemnified Party’s right to indemnification hereunder for Losses in connection with such claim, but the amount of reimbursement to which the Indemnified Party is entitled shall be reduced to the extent the Indemnifying Party is actually prejudiced by such failure to timely deliver such Claims Notice.

(b) If an Indemnified Party asserts, or may in the future seek to assert, a claim for indemnification hereunder because of a claim or demand made, or an action, proceeding or investigation instituted, by any Person not a party to this Agreement (a “Third Party Claimant”) that may result in a liability with respect to which the Indemnified Party would be entitled to indemnification pursuant to this Article X, (each, an “Asserted Liability”), the Indemnified Party shall deliver to the Indemnifying Party a Claims Notice with respect thereto, which Claims Notice shall, in accordance with the provisions of Section 10.04(a) be delivered as promptly as practicable after such Asserted Liability is actually known to the Indemnified Party. Claims Notice.

(c) The Indemnifying Party shall have the right, upon written notice to the Indemnified Party, to investigate, contest, defend or settle any Asserted Liability that may result in a liability with respect to which the Indemnified Party is entitled to indemnification pursuant to this Article X, provided that the Indemnified Party may, at its option and at its own expense, participate in the investigation, contesting, defense or settlement of any such Asserted Liability through representatives and counsel of its own choosing; provided, further, that if the Indemnified Party reasonably believes that a conflict in interest between the Indemnifying Party and the Indemnified Party exists with respect to such Asserted Liability, the Indemnifying Party shall be liable to the Indemnified Party for the reasonable attorneys’ fees and expenses incurred by the Indemnified Party in connection with such Asserted Liability; and, provided, further, that the Indemnifying Party shall not settle any Asserted Liability unless (i) (A) such settlement is on exclusively monetary terms payable solely by the Indemnifying Party, (B) the Indemnifying Party obtains a complete release for the Indemnified Party with respect to such Asserted Liability, (C) such settlement does not involve a class action claim or a claim which alleges bad faith on the part of the Indemnified Party and (D) such settlement would not be reasonably expected to result in an adverse effect on the reputation, licenses or regulatory status of the Indemnified Party; or (ii) the Indemnified Party shall have consented to the terms of such settlement. If requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, cooperate with the Indemnifying Party and its counsel in contesting any Asserted Liability or, if appropriate and related to the Asserted Liability in question, in making any counterclaim against the Third Party Claimant, or any cross-complaint against any Person (other than the Indemnified Party or its Affiliates). Unless and until the Indemnifying Party elects

to defend the Asserted Liability, the Indemnified Party shall have the right, at its option and at the Indemnifying Party's expense, to do so in such manner as it deems appropriate, provided, however, that the Indemnified Party shall not settle or compromise any Asserted Liability for which it seeks indemnification hereunder without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld, conditioned or delayed).

(d) The Indemnifying Party shall be entitled to participate in (but not to control) the defense of any Asserted Liability which it is not defending with its own counsel and at its own expense.

(e) In the event of any conflict between the provisions of this Section 10.04 and Section 6.03, the provisions of Section 6.03 shall control.

Section 10.05 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 7.02 or Section 7.03, as the case may be.

Section 10.06 Tax Treatment of Indemnification Payments. The parties shall treat any indemnification payment made under this Agreement as an adjustment to the Purchase Price for U.S. federal income Tax purposes unless otherwise required by a "determination" within meaning of Section 1313(a) of the Code.

Section 10.07 Survival of Representations, Warranties and Covenants. Subject to the limitations and other provisions of this Agreement, the representations, warranties, covenants contained herein, or in any instrument or certificate delivered by it at Closing, will survive the Closing or termination of this Agreement for a period of [REDACTED] after the Closing Date, thereafter and none of the parties hereto shall have any liability after the Closing in respect thereof, except in the case of fraud and for those which contemplate performance after the Closing or termination of this Agreement or otherwise expressly by their terms survive the Closing or termination of this Agreement, each of which will survive in accordance with its terms; provided, however, that the Purchaser Fundamental Representations and the Seller Fundamental Representations shall survive indefinitely. All other covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 10.08 Exclusive Remedies. Except as provided in Section 2.04(d), Section 6.01 and Section 11.09, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this

Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein shall be pursuant to the indemnification provisions set forth in this Article X.

ARTICLE XI

Miscellaneous

Section 11.01 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including by electronic mail) and shall be given:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

or to such other address(es) as may be furnished in writing by any such party to the other party hereto in accordance with the provisions of this Section 11.01.

Section 11.02 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. Except as otherwise provided herein, 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 11.03 Expenses. Regardless of whether any or all of the transactions contemplated by this Agreement and the Ancillary Agreements are consummated, and except as otherwise expressly provided herein, Purchaser and its Affiliates, on the one hand, and Seller and its Affiliates, on the other, shall each bear their respective direct and indirect fees, costs and expenses incurred in connection with the negotiation and preparation of this Agreement, the Ancillary Agreements and the consummation of the transactions contemplated hereby or thereby, including all fees and expenses of their respective Representatives.

Section 11.04 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 DELAWARE, 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. Purchaser and Seller hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in the Wilmington, Delaware, solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby. Each of Purchaser 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 Delaware State or 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 Purchaser 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 Purchaser 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. Purchaser 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 11.01 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, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 11.05 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. Notwithstanding the foregoing, upon prior written notice to Seller, Purchaser may transfer or assign (including by way of a pledge), in whole or from time to time in part, to one or more of its Affiliates, the right to purchase all or a portion of the Shares. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

Section 11.06 Entire Agreement. This Agreement and the Ancillary Agreements (when executed and delivered) constitute the entire agreement and supersede all prior agreements, understandings and representations, both written and oral (other than the Confidentiality Agreement to the extent not in conflict with this Agreement), between the parties with respect to the subject matter hereof.

Section 11.07 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 11.08 Counterparts; Effectiveness; Third Party Beneficiaries. This Agreement may be executed in several counterparts any by electronic means, 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 the other party. 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 in Section 5.06, Section 10.01 and Section 10.02 no provision of this Agreement is

intended to or shall confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties and their respective successors and assigns.

Section 11.09 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 in Section 11.04, 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.

Section 11.10 No Other Representations and Warranties; Due Investigation.

(a) Except for the representations and warranties contained in Article IV, neither Purchaser or its Affiliates, nor any of its or their respective Representatives, makes or has made, and neither Seller nor its Affiliates, nor any of its or their respective Representatives, relies or has relied upon, any other representation or warranty on behalf of Purchaser. Each of Purchaser and Seller expressly disclaims any reliance on, and shall cause its respective Affiliates, and any of its or its respective Affiliates' respective Representatives to expressly disclaim any reliance on, any and all representations and warranties, whether express or implied, other than those contained in Article IV.

(b) Purchaser has conducted its own independent review and analysis of the business, operations, technology, Assets, liabilities, results of operations, financial condition and prospects of the Business and acknowledges and agrees that Seller has provided Purchaser with access to the personnel, properties, premises and Books and Records related thereto for this purpose. In entering into this Agreement and the Ancillary Agreements, except for the specific representations and warranties made by Seller in Article III and the documents and information expressly delivered or made available pursuant thereto, or as set forth in an applicable Section of the Seller Disclosure Schedule, Purchaser has relied solely upon its own investigation and analysis, and Purchaser acknowledges and agrees that Seller and its Affiliates and its and their respective Representatives shall not have any liability or responsibility whatsoever to Purchaser or its Affiliates or any of their respective Representatives (including in contract or tort, under federal or state securities laws or otherwise) based upon any information provided or made available, or statements made (or any omissions therefrom).

(c) Notwithstanding anything to the contrary contained in this Agreement, any Ancillary Agreement or any other agreement, document or instrument delivered or to be delivered in connection herewith or therewith, Purchaser acknowledges and agrees that (i) it has had an opportunity to ask questions to Seller relating to the Business and receive responses to such questions from Seller and (ii) no fact, condition, development or issue relating to the adequacy or sufficiency of Reserves may be used, directly or indirectly, to demonstrate or support the breach or violation of any representation, warranty, covenant or agreement of or by Seller or its Affiliates contained in this Agreement, any Ancillary Agreement or any other agreement, document or instrument delivered or to be delivered in connection herewith or therewith.

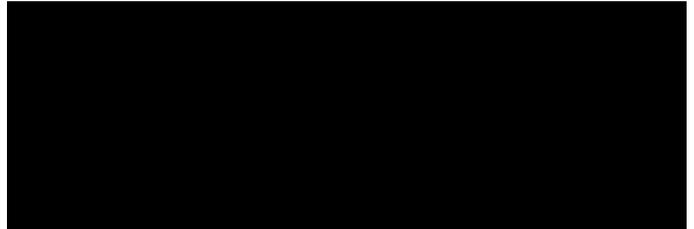
Section 11.11 Legal Representation; Privilege. Purchaser and Seller hereby agree that, (a) in the event that a dispute arises after the Closing between Purchaser, the Company or any of their Affiliates, on the one hand, and Seller or any of its Affiliates, on the other hand, Foley & Lardner LLP (“Foley”) may represent Seller and its Affiliates in such dispute even though the interests of Seller may be directly adverse to Purchaser, the Company and their respective Subsidiaries or Affiliates and (b) all privileged communications prior to the Closing between Seller, the Company or any of their respective Affiliates, directors, managers, officers, employees or representatives, on the one hand, and Foley, on the other hand, made in connection with the negotiation, preparation, execution, delivery and closing under, or any dispute arising in connection with, this Agreement, the Ancillary Agreements or any agreement entered into pursuant to this Agreement, or otherwise relating to the foregoing or any potential sale of the Company, shall be deemed to be privileged and confidential communications of Seller, and the control of the confidentiality and privilege applicable thereto shall be retained by Seller. Notwithstanding the foregoing, in the event that a dispute arises between Purchaser, the Company or any of their respective Affiliates, on the one hand, and a Person other than a party to this Agreement or its Affiliates, on the other hand, after the Closing, Purchaser, the Company and their respective Affiliates may assert the attorney-client privilege to prevent disclosure to such third-party of such privileged communications; provided that none of Purchaser, the Company nor any of their respective Affiliates may waive such privilege without the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed).

[Remainder of Page Intentionally Left Blank]

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

**NATIONAL GUARDIAN LIFE INSURANCE
COMPANY**

By:



EVERLY HOLDINGS, LLC

By:



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

**NATIONAL GUARDIAN LIFE INSURANCE
COMPANY**

By:



EVERLY HOLDINGS, LLC

By:

