EXECUTION VERSION

STOCK PURCHASE AGREEMENT BY AND BETWEEN

AMERIPRISE FINANCIAL, INC.

AND

AMFAM, INC.

DATED AS OF APRIL 1, 2019

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[redacted]

[redacted]

Schedules

Purchaser Disclosure Schedule
Seller Disclosure Schedule

This STOCK PURCHASE AGREEMENT (this "Agreement") is dated as of April 1, 2019, by and between Ameriprise Financial, Inc., a Delaware corporation ("Seller"), and AmFam, Inc., a Wisconsin corporation ("Purchaser").

RECITALS:

A. Seller owns all of the issued and outstanding shares of capital stock of IDS Property Casualty Insurance Company, a Wisconsin insurance company (the "Company");

B. The Company owns all of the issued and outstanding shares of (i) Ameriprise Auto & Home Insurance Agency, Inc., a Wisconsin corporation ("Ameriprise Agency"), and (ii) Ameriprise Insurance Company, a Wisconsin insurance company ("Ameriprise Insurance", and together with Ameriprise Agency, the "Company Subsidiaries", and together with the Company, the "Acquired Companies");

C. [redacted]

D. [redacted]

E. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of the Shares (as defined below) (the "Acquisition"), upon the terms and subject to the conditions set forth herein; and

F. [redacted]

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

ARTICLE I
Definitions and Terms

Section 1.1. Definitions. As used in this Agreement, the following terms have the meanings set forth or as referenced below:

"Acquired Companies" has the meaning set forth in the Recitals.

"Acquired Company Benefit Plan" has the meaning set forth in Section 3.12(a).

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

"Action" means any civil or criminal action, claim, complaint, arbitration, binding mediation, suit or proceeding by or before any Governmental Authority, mediator, arbitrator or arbitration panel.

"Adjusted Statutory Net Worth" means the amount reflected on the line item corresponding to "Adjusted Statutory Net Worth" on any Net Worth Statement.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") with respect to the relationship between or among two (2) or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise. Notwithstanding anything herein to the contrary, for purposes of clarity, from and after the Closing, none of the Acquired Companies shall be deemed to be an Affiliate of Seller.

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

"Allocation Schedule" has the meaning set forth in Section 5.4(f).

"Ameriprise Agency" has the meaning set forth in the Recitals.

"Ameriprise Insurance" has the meaning set forth in the Recitals.

"[redacted]

"Bankruptcy and Equity Exceptions" has the meaning set forth in Section 3.2.

"Benefit Plans" means each employee benefit plan (as such term is defined in Section 3(3) of ERISA, whether or not such plans are subject to ERISA) and each other plan, program or policy providing for equity-based compensation, bonuses, incentive compensation, retention, termination, change in control or fringe benefits, (a) that is sponsored, maintained, or contributed to (or required to be sponsored, maintained, or contributed to) by the Acquired Companies, (b) that is otherwise sponsored, maintained or contributed to (or required to be sponsored,

maintained, or contributed to) by Seller or any of its ERISA Affiliates as of the date hereof for the benefit of any Current Employee, or in which any Current Employee or beneficiary of a Current Employee otherwise participates, or (c) with respect to which the Acquired Companies could have any Liability.

"Books and Records" means originals or copies of the books, records and documents (or relevant portions thereof) of, or maintained by, the Acquired Companies to administer, evidence or record information relating exclusively to the business or operations of the Acquired Companies.

"Business Day" means any day other than a Saturday, a Sunday or any day on which banks in New York, New York are authorized or required by applicable Law to be closed for business.

[redacted]

"Closing" means the closing of the purchase and sale of the Shares.

"Closing Date" has the meaning set forth in Section 2.2(a).

"Closing Net Worth Statement" has the meaning set forth in Section 2.3(a).

"Closing Purchase Price" has the meaning set forth in Section 2.1(b).

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

"Code" means the Internal Revenue Code of 1986.

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

"Company Annual Statutory Financial Statements" has the meaning set forth in Section 3.8(a).

"Company Intellectual Property" means all Intellectual Property owned or purported to be owned by any of the Acquired Companies.

"Company Material Adverse Effect" means a material adverse effect on the business, assets, financial condition or results of operations of the Acquired Companies (taken as a whole); provided, however, that none of the following shall constitute a Company Material Adverse Effect, or shall otherwise be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be likely to occur: any adverse effect arising out of or resulting from (a) changes or proposed changes in applicable Laws or SAP or other applicable accounting rules, or in the interpretation or enforcement thereof; (b) changes in general economic, business or regulatory conditions, including those generally affecting the property and casualty insurance or reinsurance industries or the industries in which any of the Acquired Companies operate; (c) changes in United States or global financial or securities markets or conditions, including changes in interest rates, currency exchange rates or price levels or trading volumes in the United States or foreign securities markets; (d) changes in global or

national political conditions (including the outbreak or escalation of war, military action, sabotage or acts of terrorism) or changes due to natural disasters or other acts of nature; (e) the effects of the actions or omissions required of Seller under this Agreement and the Ancillary Agreements or that are taken with the consent or at the request of Purchaser in connection with the transactions contemplated hereby and thereby; (f) the effects of any breach, violation or non-performance of any provision of this Agreement by Purchaser or any of its Affiliates; (g) the negotiation, announcement, pendency or consummation of this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, including the identity of, or the effect of any fact or circumstance relating to, Purchaser or any of its Affiliates or any communication by Purchaser or any of its Affiliates regarding plans, proposals or projections with respect to the Acquired Companies (including the impact thereof on, including the termination of, relationships, contractual or otherwise, with reinsurers, policyholders, or Current Employees); (h) any pending, initiated or threatened Action against Seller, any of its Affiliates or any of their respective officers or directors by any third party arising out of or relating to the execution of this Agreement or the transactions contemplated by this Agreement or the Ancillary Agreements; (i) changes in the value of the investment portfolio of the Company or Ameriprise Insurance following the date of this Agreement as a result of a decrease in the credit quality of such investment portfolio or a change in interest rates; (j) any change or development (in and of itself) in the credit, financial strength, or other rating of the Company or any of its Affiliates; (k) any failure (in and of itself) by the Company to meet any revenue, earnings, premium written or other financial projections or forecasts; or (l) [redacted], on the other hand; provided, further, that the foregoing exclusions described in items (a), (b), (c), (d), or (i) above, shall not apply if (but only to the extent that) such changes affect the Acquired Companies in a substantially disproportionate manner as compared to a similarly situated property and casualty insurance company in the United States; [redacted]

"Company Registered IP" means all Intellectual Property included in the Company Intellectual Property that are the subject of a registration or filing, or are issued under, the authority of any Governmental Authority, in each case, in the name of an Acquired Company, including all applications for any of the foregoing.

"Company Software" means Software owned or purported to be owned by the Acquired Companies.

"Company Statutory Financial Statements" has the meaning set forth in Section 3.8(a).

"Company Subsidiaries" has the meaning set forth in the Recitals.

"Competing Business" has the meaning set forth in Section 5.15(a).

"Competing Transaction" has the meaning set forth in Section 5.17.

[redacted]

"Contract" means, with respect to any Person, any written agreement, contract, lease, instrument or other legally binding obligation to which such Person is a party or is otherwise subject or bound.

"Corporate Insurance Policies" has the meaning set forth in Section 3.27(a).

"Current Employees" means employees of the Acquired Companies as of immediately prior to the Closing.

[redacted]

"Dispute Notice" has the meaning set forth in Section 2.3(b)(i).

[redacted]

"Electronic Data Room" means the electronic data room established by or on behalf of Seller with respect to the Acquired Companies, as the same exists as of the date of this Agreement.

"Encumbrance" means any security interest, pledge, mortgage, lien, encumbrance, deed of trust, hypothecation or charge.

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

"ERISA Affiliate" means any entity which is considered a single employer with Seller or any of its Affiliates under Section 4001(b)(1) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

"Estimated Net Worth Statement" has the meaning set forth in Section 2.1(b).

"Final Closing Net Worth Statement" has the meaning set forth in Section 2.3(b)(xi).

"Final Purchase Price" has the meaning set forth in Section 2.3(c)(i).

"Fraud" means an actual fraud involving a misrepresentation made with knowledge or belief that such misrepresentation was false, or with reckless indifference to its truth by any of the natural Persons listed in Section 1.1(a) of the Seller Disclosure Schedule, that resulted in a representation or warranty set forth in Article III or Article IV being breached, and made with the express intent of inducing the other party to act or refrain from acting and upon which such party has relied to its detriment; provided, however, "Fraud" shall not include any fraud claim based on constructive knowledge, negligent misrepresentation or a similar theory.

"Governmental Authority" means any national, regional, state or local governmental, legislative, judicial, administrative or regulatory authority, agency, commission, body or court.

"Governmental Authorizations" means all licenses, permits, waivers, orders, registrations, consents, notices and other authorizations and approvals of or by a Governmental Authority required (a) with respect to Seller or Purchaser, to perform their respective obligations hereunder and (b) with respect to the Acquired Companies, to carry on their business and operations substantially as currently conducted under applicable Law.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Guarantees" has the meaning set forth in Section 5.14.

"Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, vapor, mineral or gas, in each case, whether naturally occurring or man-made, that is classified as hazardous, acutely hazardous, toxic, a pollutant or a contaminant, or words of similar import or regulatory effect under applicable Laws relating to the protection of the environment; and (b) any petroleum or petroleum-derived products (including crude oil or any fraction thereof), radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, per- and polyfluoroalkyl substances, perfluorooctanoic acid and perfluorooctane sulfonate.

"Historical Books and Records" means originals or copies of the books, records and documents (or relevant portions thereof) of, or maintained by, the Acquired Companies to administer, evidence or record information relating exclusively to the business or operations of the Acquired Companies in the possession of Seller or its Subsidiaries (other than the Acquired Companies) at Closing, including electronic historical backups of the Books and Records.

"HR Conversion" has the meaning set forth in Section 2.2(a).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

[redacted]

"Indemnified Taxes" means any and all Losses, without duplication, resulting from or arising out of (a) any liability for Taxes (including the non-payment therefor) of the Seller; (b) any Taxes of any Acquired Company for any Pre-Closing Tax Period; (c) Taxes of any member of an affiliated, consolidated, combined or unitary group of which any Acquired Company (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar state, local, or non-U.S. Law; (d) Taxes of any Person imposed on any Acquired Company as a transferee or successor, by Contract (excluding for this purpose, Contracts entered into in the Ordinary Course of Business the primary purpose of which is not related to Taxes, such as leases, licenses or credit agreements) or otherwise, in each case, which Taxes relate to any event or transaction occurring before the Closing; (e) Taxes that are the responsibility of the Seller pursuant to Section 5.4(a); (f) any income Taxes imposed on the Acquired Companies as a direct

result of the Section 338(h)(10) Election; (g) a result of Seller's violation of Section 5.4(f); and (h) Taxes arising out of the transfers contemplated under Section 5.12; provided, however, that the Seller shall not be liable for or pay, and shall not indemnify, the Purchaser Indemnified Parties from any Losses with respect to Taxes (i) imposed on any Acquired Company for which the Acquired Company may otherwise be liable as a result of transactions occurring on the Closing Date but after the Closing, or (ii) that have been reflected or accrued or reserved for on the Closing Net Worth Statement or otherwise taken into account in the preparation of the Closing Net Worth Statement or the adjustment to the Closing Purchase Price, if any, pursuant to Section 2.3.

[redacted]

"Independent Accountant" has the meaning set forth in Section 2.3(b)(iv).

"Insurance Companies" has the meaning set forth in Section 3.4(a).

"Insurance Contract" means any insurance policy, contract or binder or reinsurance treaty, contract or binder, in each case, together with all amendments, supplements or riders thereto, issued or assumed by the Company or Ameriprise Insurance.

"Insurance Producer" means insurance agent, insurance broker, insurance intermediary, or insurance agency.

[redacted]

"Insurance Representative" has the meaning set forth in Section 3.20.

"Intellectual Property" means, collectively, all United States registered and unregistered (a) patents and pending patent applications and disclosures relating thereto (and any patents that issue as a result of those patent applications), and any renewals, reissues, reexaminations, extensions, continuations, continuations-in-part, divisions and substitutions relating to any of the patents and patent applications, as well as disclosures relating thereto, (b) Trademarks, (c) rights in works of authorship including any copyrights and copyrightable subject matter whether registered or unregistered, including moral rights, and any registrations and applications for registration thereof, (d) trade secrets and other rights in know-how and confidential or proprietary information (including any business plans, designs, technical data, financial information, pricing and cost information, or other similar information), (e) rights in databases and data collections (including knowledge databases, customer lists, and customer databases) whether registered or unregistered, and any applications for registration therefor, (f) URL and domain name registrations, (g) inventions (whether or not patentable) and improvements thereto, and all prior user rights, (h) all claims and causes of action arising out of or related to infringement or misappropriation of any of the foregoing, (i) all other intellectual property or proprietary rights now known or hereafter recognized in any jurisdiction worldwide (whether

registered or unregistered, and any applications for the foregoing) and (j) tangible embodiments of any of the foregoing.

"Intercompany Account" means any intercompany account balance outstanding as of Net Worth Statement Time between (a) any of the Acquired Companies, on the one hand, and (b) Seller or any of its Subsidiaries (other than the Acquired Companies) or any of their respective directors, officers or employees, on the other hand.

"Intercompany Agreement" means any intercompany Contract between (a) any of the Acquired Companies, on the one hand, and (b) Seller or any of its Subsidiaries (other than the Acquired Companies), on the other hand.

"Investment Assets" means the investment assets beneficially owned by the Company or Ameriprise Insurance that are of the type required to be disclosed in Schedule B through DB of the Company Annual Statutory Financial Statements.

"IRS" means the Internal Revenue Service.

"IT Systems" means all information technology systems used exclusively by the Acquired Companies in the operation of their respective businesses including information and communications technology infrastructure and systems (including all Software and computer or computer network equipment), and any security and disaster recovery arrangements relating thereto.

"Knowledge" means with respect to: (a) Seller as it relates to any fact or other matter, the actual knowledge of the natural Persons listed in Section 1.1(a) of the Seller Disclosure Schedule of such fact or matter, in each case, after reasonable inquiry; and (b) Purchaser as it relates to any fact or other matter, the actual knowledge of the natural Persons listed in Section 1.1(a) of the Purchaser Disclosure Schedule of such fact or matter, in each case, after reasonable inquiry. The parties hereto acknowledge and agree that "reasonable inquiry" shall not require any Person to (a) independently verify the accuracy or veracity of the Books and Records, (b) obtain from any third party [redacted] any information not previously received from such third party or that would not otherwise be received from such third party in the Ordinary Course of Business or (c) with respect to Seller, conduct any inquiry of any other employees of the Acquired Companies (other than any other such employees set forth on such list).

"Law" means any national, regional, state, county or, local or foreign law, statute, ordinance, regulation, code, written rule, order, judgment, decree, injunction, award, directive, rule of common law, constitution, treaty or other legally binding obligation imposed, enacted, promulgated, issued, enforced or entered by or on behalf of a Governmental Authority and applicable to any Person or such Person's businesses, properties or assets.

"Lease" has the meaning set forth in Section 3.18(b).

"Liabilities" means any and all debts, liabilities, commitments and obligations of any kind, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated,

accrued or not accrued, determined, determinable or otherwise, whenever or however arising (including, whether arising out of any contract or tort based on negligence or strict liability).

[redacted]

"Licensed Intellectual Property" means all Intellectual Property owned by a third party and licensed to any of the Acquired Companies pursuant to a Contract.

[redacted]

"Malicious Code" has the meaning set forth in Section 3.14(g).

"Material Contract" has the meaning set forth in Section 3.17(a).

"Net Worth Statement" means a statement that (a) is prepared in the same format as the Reference Net Worth Statement, (b) sets forth a calculation of Adjusted Statutory Net Worth as of a certain date and (c) sets forth a calculation of the Purchase Price as of a certain date, in each case, in accordance with the Net Worth Statement Methodologies.

"Net Worth Statement Methodologies" means the methodologies, procedures, judgments, assumptions and estimates set forth in Section 1.1(b) of the Seller Disclosure Schedule and, to the extent not set forth therein, SAP applied in a manner consistent with the annual statutory financial statements of the Company as of and for the year ended December 31, 2017.

"Net Worth Statement Time" means 12:00:01 a.m., De Pere, Wisconsin time, on the first day of the month in which the Closing occurs.

"Office" means the Office of the Commissioner of Insurance of the State of Wisconsin.

"Open Source License" means any "free software" license, "software libre" license, "public" license, or open-source software license, including the GNU General Public License, the GNU Lesser General Public License, the Mozilla Public License, the Apache license, the MIT license, the BSD, and any BSD-like license, and any other license that meets the "Open Source Definition" promulgated by the Open Source Initiative.

"Open Source Software" means any software code that is subject to the terms and conditions of an Open Source License.

"Ordinary Course of Business" with respect to a Person means the ordinary course of business of such Person, consistent with past practice.

"Outside Date" has the meaning set forth in Section 8.1(b).

"Owned Real Property" has the meaning set forth in Section 3.18(a).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Permitted Encumbrances" means (a) any Encumbrances disclosed in the Company Statutory Financial Statements (including in the notes thereto), (b) liens for Taxes, assessments and other governmental charges not yet due and payable or due and being contested in good faith for which adequate accruals have been made (including on the face of the Estimated Net Worth Statement), (c) mechanics', workmen's, repairmen's, warehousemen's, carriers' or other like liens arising or incurred in the Ordinary Course of Business or pursuant to original purchase price conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business for which adequate accruals have been made, (d) pledges or deposits to secure obligations under workers' compensation laws or similar legislation or to secure public or statutory obligations, (e) Encumbrances related to deposits to secure policyholders' obligations as required by the insurance departments of the various states, (f) Encumbrances or other restrictions on transfer imposed by applicable insurance Law, (g) Encumbrances incurred or deposits made to a Governmental Authority in connection with a Governmental Authorization, (h) Encumbrances granted under securities lending and borrowing agreements, repurchase and reserve repurchase agreements and derivatives entered into in the Ordinary Course of Business, (i) clearing and settlement Encumbrances on securities and other investment properties incurred in the ordinary course of clearing and settlement transactions in such securities and other investment properties and holding them with custodians, (j) Encumbrances recorded against the landlord's or lessor's interest in the Leases, (k) landlords' or lessors' liens under the Leases, (l) in the case of registered Intellectual Property, gaps in the chain of title evident from the records of the relevant Governmental Authority maintaining such registration, (m) recorded easements, rights of way, zoning ordinances and other similar encumbrances affecting Owned Real Property, and (n) Encumbrances that would not, individually or in the aggregate, reasonably be likely to materially impair the value or the continued use or operation of the assets to which they relate in the conduct of the business of the Acquired Companies as conducted on the date hereof.

"Permitted Use" has the meaning set forth in Section 5.1(e).

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint venture, a trust or other entity or organization, including a Governmental Authority.

"Personal Information" means any information that identifies or can be used to identify, contact or locate a specific person to whom such information pertains, including any such information that is: (a) defined as "non-public personal information" under the Gramm-Leach-Bliley Act; (b) defined as "protected health information" under Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all implementing regulations; (c) identified in subparts (2) or (3) of the definition of "nonpublic information" under the New York Cybersecurity Requirements for Financial Companies (23 NYCRR 500); and (d) payment card information subject to Payment Card Industry Data Security Standards.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"Purchase Price" means the amount reflected on the line item corresponding to "Purchase Price" on a Net Worth Statement.

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

"Purchaser Confidential Information" has the meaning set forth in Section 5.1(e).

"Purchaser Disclosure Schedule" means the disclosure schedule delivered by Purchaser to Seller in connection with the execution and delivery of this Agreement.

"Purchaser Fundamental Representations" has the meaning set forth in Section 7.1.

"Purchaser Indemnified Parties" has the meaning set forth in Section 7.3(a).

"Purchaser Material Adverse Effect" means a failure of, or a material impairment or delay in, the ability of Purchaser to perform its material obligations under this Agreement.

"Purchaser Representatives" has the meaning set forth in Section 5.1(f).

"Purchaser Schedule Supplement" has the meaning set forth in Section 5.7(b).

"Qualified Plan Amount" has the meaning set forth in Section 5.8(f).

"Reference Net Worth Statement" means the Net Worth Statement set forth in Section 1.1(c) of the Seller Disclosure Schedule.

"Reinsurance Agreements" has the meaning set forth in Section 3.22.

"Released Parties" has the meaning set forth in Section 5.14.

"Required Approvals" has the meaning set forth in Section 3.6.

"Resignations" has the meaning set forth in Section 5.11.

"Review Period" has the meaning set forth in Section 2.3(b)(i).

"SAP" means the statutory accounting principles and practices prescribed or permitted by applicable insurance Law or the Office.

"SEC" means the United States Securities and Exchange Commission.

"Section 338(h)(10) Election" has the meaning set forth in Section 5.4(f).

"Securities Act" means the Securities Act of 1933.

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

"Seller Confidential Information" has the meaning set forth in Section 5.1(f).

"Seller Disclosure Schedule" means the disclosure schedule delivered by Seller to Purchaser in connection with the execution and delivery of this Agreement.

"Seller Fundamental Representations" has the meaning set forth in Section 7.1.

"Seller Group" has the meaning set forth in Section 9.14.

"Seller Indemnified Parties" has the meaning set forth in Section 7.2(a).

"Seller Representatives" has the meaning set forth in Section 5.1(e).

"Seller Schedule Supplement" has the meaning set forth in Section 5.7(a).

"Shares" has the meaning set forth in Section 2.1(a).

"Skadden" means Skadden, Arps, Slate, Meagher & Flom LLP and its affiliates.

"Software" means any computer program, operating system, applications system, firmware, or software code of any nature, whether operational, under development or inactive, including all object code, source code, data files, rules or definitions and any derivations, updates, enhancements, and customization of any of the foregoing, and all Intellectual Property embodied with the foregoing, technical manuals, user manuals, and other documentation thereof, whether in machine-readable form, programming language, or any other language or symbols and whether stored, encoded, recorded, or written on disk, tape, film, memory device, paper, or other media of any nature.

"Straddle Period" has the meaning set forth in Section 5.4(c).

"Subsidiary" means with respect to any entity, any other entity as to which it owns, directly or indirectly, or otherwise controls, more than fifty percent (50%) of the voting shares or other similar interests.

"Surety Bonds" has the meaning set forth in Section 5.14.

"Tax" or "Taxes" means any and all taxes, including any interest, penalties or other additions to tax that may become payable in respect thereof, whether disputed or not, imposed by any Governmental Authority, which taxes shall include all income, gross receipts, franchises, windfall and other profits, capital stock, alternative minimum, add-on minimum, estimated, payroll, withholding, social security, workers' compensation, unemployment, disability, sales, use, service, service use, license, lease, registration, ad valorem, value added, excise, franchise, premium, gross receipts, stamp, transfer, estimated or net worth, parking, property, natural resources, commercial activity, severance and other taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges of the same or of a similar nature to any of the

foregoing, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the tax liability of any other Person.

"Tax Proceeding" has the meaning set forth in Section 5.4(e).

"Tax Returns" means any and all returns, reports, statements, certificates, schedules or claims for refund of or with respect to any Tax which is supplied to any Governmental Authority, including any and all attachments, amendments and supplements thereto.

"Third Party Claim" has the meaning set forth in Section 7.4(b).

"Total Purchase Price" has the meaning set forth in Section 2.1(b).

"Trademarks" means all trademarks, trade names, trade dress, service marks, assumed names, brand names, business names, corporate names, logos, slogans, Internet domain names and any other indicia of source or origin, whether registered or unregistered, and all registrations and applications for registration of any of the foregoing, together with all goodwill of the businesses symbolized by any of the foregoing.

"Transfer Taxes" means any and all transfer Taxes (excluding Taxes measured in whole or in part by net income), including sales, use, excise, gross receipts, registration, real estate, stamp, documentary, notarial, filing, recording, permit, license, authorization and similar Taxes.

[redacted]

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

"WARN Act" has the meaning set forth in Section 3.24(c).

"Willful Breach" means a material breach of this Agreement that is a consequence of a deliberate act or failure to act by the breaching party with the actual knowledge that the taking of such act or failure to take such act would have a material adverse effect on the ability of such party to consummate the transactions contemplated by this Agreement and such breach shall not have been cured in all material respects.

Section 1.2. Interpretation.

(a) 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" are to the Contract or organizational document as amended, modified, supplemented or replaced from time to time.

(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 and to any Affiliate include any successor to the Affiliate.

(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," "the date hereof" and words of similar import refer to April 1, 2019.

(viii) To "this Agreement" includes the body of this Agreement and the Exhibits and Schedules (including the Purchaser Disclosure Schedule and the Seller Disclosure Schedule) to this Agreement.

(b) Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." The word "or" shall not always be disjunctive. 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.

(c) Whenever the last day for the exercise of any right or the discharge of any duty under this Agreement falls on other than a Business Day, the party hereto having such right or duty shall have until 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.

(d) 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.

(e) References to a "party" hereto means Seller or Purchaser and references to "parties" hereto means Seller and Purchaser.

(f) References to "dollars" or "$" mean United States dollars, unless otherwise clearly indicated to the contrary.

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

(h) No summary of this Agreement or any Ancillary Agreement prepared by or on behalf of any party hereto shall affect the meaning or interpretation of this Agreement or such Ancillary Agreement, as applicable.

(i) All capitalized terms used without definition in the Exhibits and 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 2.1. Purchase and Sale.

(a) 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 Encumbrances (other than restrictions on transfer imposed by federal and state insurance and securities Laws).

(b) Seller shall prepare or cause to be prepared and, at least four (4) Business Days prior to the anticipated Closing Date, deliver to Purchaser a Net Worth Statement estimated as of the Net Worth Statement Time (the "Estimated Net Worth Statement"), which shall reflect the matters and transactions set forth in Section 5.10 and shall include (i) a calculation of the estimated amount of the Adjusted Statutory Net Worth as of the Net Worth Statement Time and (ii) a calculation of the estimated Purchase Price as of the Net Worth Statement Time (the "Closing Purchase Price"). The Closing Purchase Price shown on the Estimated Net Worth Statement shall be subject to adjustment after the Closing as set forth in Section 2.3 (the total consideration paid to Seller pursuant to this Section 2.1, as may be adjusted pursuant to Section 2.3, the "Total Purchase Price").

Section 2.2. Closing.

(a) The Closing shall take place (i) at the offices of Skadden, Four Times Square, New York, New York 10036 at 9:00 a.m., De Pere, Wisconsin time, on the first Business Day of the month immediately following the date on which the last of the conditions set forth in Article VI (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 first Business Day of the month, then the Closing shall take place on the first Business Day of the second following month, or (ii) in, at or on such other manner, location, and/or 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 the effectiveness of the Closing shall be as of 12:00:01 a.m., De Pere, Wisconsin time, on the Closing Date. Notwithstanding the foregoing, the Closing Date shall not be sooner than the earlier of (A) the date on which Purchaser has established core human resources systems or services (for payroll and benefits coverage) for the Acquired Companies reasonably necessary to carry on the operation of the business of the Acquired Companies, which date shall in no event be later than December 31, 2019 (the "HR Conversion") or (B) October 1, 2019.

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

(i) the executed certificate(s) described in Section 6.2(a), Section 6.2(b), and Section 6.2(c);

(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 Closing Purchase Price paid at the Closing;

(iv) the duly tendered Resignations;

(v) an executed counterpart of each of the Ancillary Agreements to which Seller or any of its Affiliates (other than the Acquired Companies) is a party;

(vi) a properly completed and timely dated certificate under Section 1445(b)(2) of the Code and Treasury Regulation Section 1.1445-2(b)(2)(iv)(B) providing that Seller is not a foreign Person;

(vii) a properly completed Form 8023 executed by the Seller; and

(viii) a list of all Current Employees of the Acquired Companies as of the Closing Date, setting forth for each such individual the following: (1) name or employee identification number; (2) title or position; (3) full- or part-time status; (4) work location; (5) hire date; (6) exempt or non-exempt status; (7) visa status; (8) accrued, but unused vacation or paid time off benefit; (8) annual base salary or wage rate; and (9) any incentive, bonus, or other compensatory arrangements that survive the Closing.

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

(i) executed certificate(s) described in Section 6.3(a) and Section 6.3(b);

(ii) the Closing 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 each of the Ancillary Agreements to which Purchaser or any of its Affiliates (including the Acquired Companies) is a party; and

(v) a properly completed Form 8023 executed by the Purchaser.

(d) At the Closing, each party hereto shall deliver to the other party hereto copies (or other evidence) of all of its Required Approvals in satisfaction of Section 6.1(b).

Section 2.3. Post-Closing Adjustment of the Closing Purchase Price.

(a) No later than ninety (90) days following the Closing Date, Purchaser shall prepare and deliver or cause to be prepared and delivered to Seller a Net Worth Statement as of the Net Worth Statement Time (the "Closing Net Worth Statement"), which shall reflect the matters and transactions set forth in Section 5.10 and shall include (i) a calculation of the amount of the Adjusted Statutory Net Worth as of the Net Worth Statement Time and (ii) a calculation of the Purchase Price as of the Net Worth Statement Time.

(b) Closing Net Worth Statement Review and Dispute.

(i) Seller shall have forty-five (45) days following its receipt of the Closing Net Worth Statement to review the Closing Net Worth Statement (the "Review Period"). Unless Seller delivers written notice to Purchaser on or prior to the last day of the Review Period stating that Seller objects to the Closing Net Worth Statement due to (A) manifest arithmetic error, (B) any calculation not having been made in the same format as the Reference Net Worth Statement or (C) any calculation not having been made in accordance with the Net Worth Statement Methodologies, including a detailed explanation of any such objection (such a written notice, a "Dispute Notice"), the Closing Net Worth Statement shall be deemed accepted by Seller and the calculations set forth therein shall be final, binding and conclusive for all purposes of determining the Total Purchase Price.

(ii) Purchaser shall, and shall cause the Acquired Companies to, provide Seller and its representatives, upon the request of Seller, reasonable access to the Books and Records, including internal accounting records of the Acquired Companies, and shall make reasonably available to Seller and its representatives employees of Purchaser and its Affiliates (including the Acquired Companies) that were involved with the preparation of the Closing Net Worth Statement.

(iii) Purchaser and Seller shall attempt to resolve any such objections between themselves. If such objections are resolved between Purchaser and Seller, the Closing Net Worth Statement shall be as agreed in writing between Purchaser and Seller. Any such adjustments that are agreed to in writing by Purchaser and Seller shall be incorporated into the Final Closing Net Worth Statement.

(iv) If, for any reason, Purchaser and Seller are unable to reach a final resolution on all of Seller's objections set forth in the Dispute Notice within thirty (30) days after Purchaser has received the Dispute Notice, either Purchaser or Seller may submit the remaining matters in dispute to a jointly selected partner or senior employee of an internationally-recognized accounting firm that is not the auditor or independent accounting firm of any of the parties or any of their respective Subsidiaries and is otherwise independent and impartial and who is a certified public accountant (the "Independent Accountant"), to determine how the matters remaining in dispute shall be treated in the Closing Net Worth Statement. If, for any reason, the parties are unable to jointly select an Independent Accountant within forty five (45) days after Purchaser has received the Dispute Notice, any party may request the American Arbitration Association's International Centre for Dispute Resolution appoint, within ten (10) days from the date of such request or as soon as practicable thereafter, a partner or senior employee in an internationally recognized accounting firm that is not the auditor or independent accounting firm of any of the parties or any of their respective Subsidiaries, who is a certified public accountant and who is otherwise independent and impartial, to act as the Independent Accountant for purposes of this Section 2.3(b).

(v) Within ten (10) Business Days of the appointment of the Independent Accountant, Purchaser shall provide the Independent Accountant with a copy of the Closing Net Worth Statement (as modified by any adjustments agreed to in writing by the parties pursuant to Section 2.3(b)(iii)), and Purchaser and Seller shall each prepare and deliver to the Independent Accountant a written report of such line item or items remaining in dispute. Each such report shall set forth the specific dollar amount proposed by such party for each such item or items (which shall not be above or below, as applicable, the amounts proposed by Purchaser in the Closing Net Worth Statement, on the one hand, and the amounts proposed by Seller in the Dispute Notice, on the other hand) and a detailed explanation of the basis and rationale for such party's positions. The Independent Accountant shall thereafter issue a written determination finally resolving any

remaining objections. The Independent Accountant's determination also shall include a reasonably detailed description of any required adjustment to the Closing Net Worth Statement.

(vi) Each of Purchaser and Seller agree to enter into a customary engagement letter with the Independent Accountant. Except as provided in Section 2.3(b)(x) with respect to the allocation of the Independent Accountant's costs, the Independent Accountant's review and determination shall be limited to matters objected to by Seller and shall determine, on the basis of the standards set forth in Section 2.3(b)(i), whether and to what extent (if any) the Closing Net Worth Statement requires adjustment. For the avoidance of doubt, the Independent Accountant shall not review any line items or make any determination with respect to any matter other than those matters set forth in the Dispute Notice that remain in dispute (or any other line items affected thereby) and the allocation of the Independent Accountant's costs as provided in Section 2.3(b)(x).

(vii) Purchaser and Seller shall each use reasonable best efforts to cause the Independent Accountant to provide its determination within thirty (30) days after its appointment, and otherwise as soon as practicable. Purchaser and Seller shall reasonably cooperate with the Independent Accountant and shall provide, upon the request of the Independent Accountant, any non-privileged information and documentation, including any accountants' work papers or internal accounting records, and make reasonably available to the Independent Accountant employees of Purchaser and its Affiliates (including the Acquired Companies), on the one hand, and Seller, on the other hand, in each case that have been involved in the preparation of the Closing Net Worth Statement or the Dispute Notice, as applicable; provided, however, that the independent accountants of Seller or Purchaser shall not be obligated to make any working papers available to the Independent Accountant unless and until the Independent Accountant has signed a customary confidentiality and hold harmless agreement relating to such access to working papers in form and substance reasonably acceptable to such independent accountants. Any such information and documentation provided by Purchaser or Seller to the Independent Accountant shall concurrently be provided to the other party to the extent not already so provided; provided, however, that the independent accountants of Seller or Purchaser shall not be obligated to make any working papers available to the other party unless and until the other party has signed a customary confidentiality and hold harmless agreement relating to such access to working papers in form and substance reasonably acceptable to such independent accountants. None of the parties shall disclose to the Independent Accountant, and the Independent Accountant shall not consider for any purpose, any settlement discussions or settlement offer made by any of the parties with respect to any objection under this Section 2.3(b), unless otherwise agreed in writing by all of the parties.

(viii) The determination of the Independent Accountant shall be final and binding upon the parties thereto and may be enforced in any court of

competent jurisdiction; provided, however, that within three (3) Business Days after the transmittal of the Independent Accountant's determination, any party may request in writing to the Independent Accountant, with a copy thereof provided to the other party hereto in accordance with Section 9.1, with such request solely limited to the Independent Accountant correcting any clerical, typographical or arithmetic errors in such determination. The other party shall have three (3) Business Days to respond to the Independent Accountant in writing to such request, with a copy thereof provided to the other party hereto in accordance with Section 9.1. The Independent Accountant shall determine such request (i) if no response was received during such three (3) Business Day period from the other party, within five (5) Business Days after receiving such request or (ii) if such a response was received during five (5) Business Days period, within three (3) Business Days of its receipt of such a response.

(ix) For the avoidance of doubt, the Independent Accountant shall act as an expert, not as an arbitrator, and neither the determination of the Independent Accountant, nor this agreement to submit to the determination of the Independent Accountant, shall be subject to or governed by the Federal Arbitration Act, 9 U.S.C. § 1 set seq., or any state arbitration law or regime.

(x) Purchaser, on the one hand, and Seller, on the other hand, shall each bear the respective fees and costs incurred by such party in connection with the matters set forth in this Section 2.3, except that the fees and disbursements of the Independent Accountant shall be paid by Purchaser and Seller in proportion to those matters submitted to the Independent Accountant that are resolved against that party, as such fees and disbursements are allocated by the Independent Accountant pursuant to the foregoing in its sole discretion.

(xi) The "Final Closing Net Worth Statement" shall mean the Closing Net Worth Statement, together with any revisions thereto made pursuant to this Section 2.3(b), including, if necessary, the determination of the Independent Accountant, which shall be prepared by Seller within ten (10) Business Days following final resolution of all matters relating to the Closing Net Worth Statement in accordance with this Section 2.3(b).

(c) Calculation of Post-Closing Adjustment.

(i) If the Purchase Price shown on the Final Closing Net Worth Statement (the "Final Purchase Price") is less than the Closing Purchase Price, Seller shall pay to Purchaser an amount equal to such difference in the manner provided in Section 2.3(d); or

(ii) If the Final Purchase Price is greater than the Closing Purchase Price, Purchaser shall pay to Seller an amount equal to such difference in the manner provided in Section 2.3(d).

(d) Payment of any amounts due under Section 2.3(c) shall be made within two (2) Business Days of the date on which Purchaser and Seller resolve any objections to the Closing Net Worth Statement or the date of delivery of the Final Closing Net Worth Statement to Purchaser and Seller, unless Seller shall not have objected in accordance with Section 2.3(b) to the Closing Net Worth Statement, in which case such payment shall be made two (2) Business Days following the earlier of (i) the date on which Seller notifies Purchaser that Seller has no objections or (ii) the expiration of the forty-five (45) day period for Seller to present such objections. All amounts required to be transferred pursuant to this Section 2.3(d) shall be transferred in cash by wire transfer of immediately available funds.

Section 2.4. 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 2.5. Withholding. Seller, Purchaser and the Acquired Companies shall be entitled to deduct and withhold from any amount payable under this Agreement any Taxes or other amounts required under applicable Law to be deducted and withheld. To the extent such amounts are so deducted or withheld and paid over to the appropriate Governmental Authority, such amounts will be treated for all purposes of this Agreement as having been paid to the Person on account of whom such withholding was made and shall be paid over to the appropriate Governmental Authority. Each party shall promptly provide written notice to the other party in the event such party becomes aware of any withholding requirement with respect to which such party believes withholding is required pursuant to this Section 2.5. The parties acknowledge that, assuming the certificate reference in Section 2.2(b)(vi), as of the date hereof they do not have Knowledge that withholding will be required pursuant to this Section 2.5, and absent a change in facts, Law or circumstances, Purchaser shall not deduct and withhold any Taxes from the payment of the Purchase Price under this Agreement. The parties agree to reasonably cooperate to reduce any required withholdings.

ARTICLE III
Representations and Warranties of Seller

Except as set forth in the Seller Disclosure Schedule, Seller represents and warrants to Purchaser as follows:

Section 3.1. Organization and Authority. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement.

Section 3.2. Binding Effect. The execution and delivery of this Agreement by Seller, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly and validly approved and authorized by all requisite

corporate action on the part of Seller and no additional corporate proceedings on the part of Seller or any Affiliate thereof or any of their respective securityholders are necessary to approve or authorize, as applicable, this Agreement, the performance of Seller's obligations hereunder or the consummation of the transactions contemplated hereby. Assuming the due authorization, execution and delivery by Purchaser, this Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer, preference and other similar laws affecting creditors' rights generally, and by general principles of equity (regardless of whether enforcement is sought in equity or at law) (the "Bankruptcy and Equity Exceptions").

Section 3.3. Organization, Qualification and Authority of the Acquired Companies. Each of the Acquired Companies is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Wisconsin. Each of the Acquired Companies has all requisite corporate power and authority to own, lease or otherwise hold its assets and to carry on its business as currently conducted.

Section 3.4. Insurance and Agency Operations.

(a) The Acquired Companies conduct their insurance operations through the Company and Ameriprise Insurance (the "Insurance Companies"). The Acquired Companies conduct their insurance agency operations through Ameriprise Agency. Each of the Insurance Companies (i) has a Governmental Authorization as an insurance company under the laws of the State of Wisconsin, (ii) has a Governmental Authorization as an insurance company in each other jurisdiction where it is required to have such an authorization, and (iii) through the date hereof, there is no pending, or, to the Knowledge of Seller threatened in writing, revocation, suspension or involuntary non-renewal of any of such Governmental Authorization, except, in the cases of clauses (ii) and (iii) above, where the failure to be so qualified would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. Except insofar as the Company is "deemed commercially domiciled" in the State of California, none of the Insurance Companies is "commercially domiciled" under the Laws of any jurisdiction or is otherwise treated as domiciled in a jurisdiction other than its respective jurisdiction of incorporation.

(b) Since December 31, 2016, (i) Ameriprise Agency was, at the time it wrote, sold, managed or produced any insurance business, in possession of all required Governmental Authorizations, in each case for the type of business written, sold, managed or produced by Ameriprise Agency in the particular jurisdiction in which Ameriprise Agency wrote, sold, managed or produced such business, and (ii) through the date hereof, there is no pending, or, to the Knowledge of Seller threatened in writing, revocation, suspension or involuntary non-renewal of any of such entity's Governmental Authorizations, except, in the cases of clauses (i) and (ii) above, where the failure to be so qualified would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

Section 3.5. Capital Structure; Ownership of the Acquired Companies.

(a) The authorized capital stock of the Company consists of 5,000,000 shares of common stock, par value $2.50 per share, of which 2,000,000 shares are issued and outstanding and constitute the Shares. The Shares are the only shares of capital stock of, or other equity or voting interest in, the Company issued and outstanding. The authorized capital stock of Ameriprise Agency consists of 100 shares of common stock, par value $1.00 per share, of which 100 shares are issued and outstanding; such shares are the only shares of capital stock of, or other equity or voting interest in, Ameriprise Agency issued and outstanding. The authorized capital stock of Ameriprise Insurance consists of 5,000,000 shares of common stock, par value $2.50 per share, of which 3,200,000 shares are issued and outstanding; such shares are the only shares of capital stock of, or other equity or voting interest in, Ameriprise Insurance issued and outstanding. The Shares and the capital stock of the Company Subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable. Except for this Agreement, there are no preemptive or other outstanding rights, options, warrants, subscriptions, puts, calls, conversion rights or agreements or commitments of any character relating to the authorized and issued, unissued or treasury shares of capital stock, or other equity or voting interests, of any Acquired Company. The Shares and the capital stock of the Company Subsidiaries have not been issued in violation of any applicable Laws or the Acquired Companies' respective organizational documents. No Acquired Company has any debt securities outstanding that have voting rights or are exercisable or convertible into, or exchangeable or redeemable for, or that give any Person a right to subscribe for or acquire, capital stock or any other security of that Acquired Company. There are no obligations, contingent or otherwise, to repurchase, redeem (or establish a sinking fund with respect to redemption) or otherwise acquire any Shares or capital stock of the Company Subsidiaries. There are no shares of capital stock or other equity or voting interests of any Acquired Company reserved for issuance.

(b) Seller owns all of the Shares, and the Company owns all of the capital stock of the Company Subsidiaries, in each case of record and beneficially, free and clear of all Encumbrances (other than restrictions on transfer imposed by federal and state insurance and securities Laws). No Acquired Company has any Subsidiaries (other than, in the case of the Company, the Company Subsidiaries) and, except for Investment Assets, no Acquired Company owns, directly or indirectly, any capital stock or other equity or voting interest of any Person, has any direct or indirect equity or ownership interest in any business or is a member of or participant in any partnership, joint venture or other entity (other than, in the case of the Company, the Company Subsidiaries).

Section 3.6. Governmental Filings and Consents. Except as may result from any facts or circumstances relating to the identity or regulatory status of Purchaser or its Affiliates, no consents or approvals of, waivers from or filings or registrations with, any Governmental Authority are required to be made or obtained at or prior to the Closing by Seller or any Acquired Company in connection with the execution, delivery or performance by Seller of this Agreement or to consummate the transactions contemplated hereby, except for (a) the approvals required under the applicable insurance laws and regulations of the States of Wisconsin, California and Texas, (b) the expiry of waiting periods required under other applicable insurance

Laws, (c) filings required under, and compliance with other applicable requirements of, the HSR Act, (d) the matters set forth on Section 3.6 of the Seller Disclosure Schedule (clauses (a), (b), (c), and (d), collectively the "Required Approvals"), and (e) consents, approvals, waivers, filings or registrations the failure of which to make with or obtain from the applicable Governmental Authorities would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

Section 3.7. No Violations. Subject to making and/or obtaining the Required Approvals, and the expiration of related waiting periods, except as may result from any facts or circumstances relating to the identity or regulatory status of Purchaser or its Affiliates or as set forth on Section 3.7 of the Seller Disclosure Schedule, the execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby do not and will not (a) conflict with, constitute a breach or violation of, or a default under, or give rise to any Encumbrance (other than Permitted Encumbrances) or any acceleration of remedies, penalty, increase in benefit payable or right of termination, modification, suspension, revocation or cancellation under, or forfeiture of, as applicable, any applicable Law, Governmental Order or Governmental Authorization or any Contract of Seller or any Acquired Company, except as would not, individually or in the aggregate, be material to the Acquired Companies, taken as a whole, or be reasonably likely to cause a material impairment or delay in, the ability of Seller to perform its material obligations under this Agreement, or (b) constitute a breach or violation of, or a default under, the organizational documents of Seller or any Acquired Company.

Section 3.8. Financial Statements; No Undisclosed Liabilities; Accounting and Internal Controls.

(a) Seller has made available to Purchaser prior to the date hereof copies of (i) the audited annual statutory financial statements of the Company and Ameriprise Insurance as of and for the years ended 2015, 2016, and 2017 (the "Company Annual Statutory Financial Statements") and (ii) the unaudited quarterly statutory financial statements of the Company and Ameriprise Insurance for the quarterly period ended September 30, 2018 (collectively with the Company Annual Statutory Financial Statements, the "Company Statutory Financial Statements"). Subject to the notes thereto, the Company Statutory Financial Statements (A) were prepared, in all material respects, in accordance with all applicable Laws and SAP consistently applied during the periods involved and (B) present fairly, in all material respects, the statutory financial position and the statutory results of operations, capital and surplus of the Company and Ameriprise Insurance, respectively, as of the respective dates and for the respective periods referred to in the Company Statutory Financial Statements.

(b) Except for those Liabilities (i) that are reflected or reserved against in the Company Statutory Financial Statements, (ii) incurred in the Ordinary Course of Business since December 31, 2017, (iii) arising out of claims for benefits under the Insurance Contracts, or (iv) incurred by or on behalf of an Acquired Company in connection with this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby, the Acquired Companies have no material Liabilities that would be required by SAP to be reflected on a balance sheet of the Acquired Companies.

(c) The Acquired Companies maintain a system of accounting and internal controls sufficient to provide reasonable assurances that: (i) material transactions are executed with management's authorization, (ii) material transactions are recorded as necessary to permit preparation of financial statements in accordance with SAP, and (iii) the reporting of assets, including the Investment Assets, is compared with existing assets at regular intervals and appropriate action is taken with respect to any differences.

Section 3.9. Absence of Certain Changes. Except as a result of the transactions contemplated by this Agreement and the Ancillary Agreements, since September 30, 2018 through the date of this Agreement, (a) the business of the Acquired Companies has been operated in the Ordinary Course of Business in all material respects, and (b) no Company Material Adverse Effect has occurred.

Section 3.10. Litigation; Governmental Orders.

(a) There is no Action pending or, to the Knowledge of Seller, threatened against (i) any Acquired Company or its business or any of its properties or assets (other than any litigation arising out of claims for benefits under the Insurance Contracts) which would, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect or (ii) Seller or any of its Affiliates (other than the Acquired Companies) or any of their respective properties or assets, in each case, to the extent related to the business of the Acquired Companies, which would, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(b) No Acquired Company is a party or subject to any Governmental Order applicable to that Acquired Company, its business or any of its properties or assets other than those that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect and other than any Governmental Order that is generally applicable to all Persons in businesses similar to that of the Acquired Companies.

Section 3.11. Taxes.

(a) For each Acquired Company, (i) all material Tax Returns required to be filed by each of the Acquired Companies have been timely filed (taking into account any extensions of time within which to file), (ii) all such Tax Returns were true, correct and complete in all material respects and (iii) all material Taxes due and owing by the Acquired Companies (whether or not shown on any Tax Return) have been timely paid, other than Taxes being contested in good faith.

(b) Each Acquired Company has complied in all material respects with all applicable Tax Laws with respect to the withholding and paying of Taxes.

(c) No Acquired Company has any liability for Taxes of any Person (other than another Acquired Company) (i) under any Tax indemnity, Tax sharing or Tax allocation agreement, or any other contractual obligation (excluding for this purpose, agreements entered into in the Ordinary Course of Business the primary purpose of which is not related to Taxes, such as leases, licenses or credit agreements), and (ii) arising from

the application of Treasury Regulation Section 1.1502-6 or any analogous provision of state, local or non-U.S. Law, and (iii) as a transferee or successor.

(d) No Encumbrances for Taxes have been filed against any of the Acquired Companies, except for Permitted Encumbrances.

(e) No U.S. federal, state, local, or non-U.S. Tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to any of the Acquired Companies. Since January 1, 2013, no Acquired Company has received from any U.S. federal, state, local, or non-U.S. taxing authority (including jurisdictions where no Acquired Company has filed Tax Returns) any (i) written notice indicating an intent to open an audit or other review, (ii) written request for information related to Tax matters, (iii) written notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed by any taxing authority against any of the Acquired Companies, or (iv) written claim by an authority in a jurisdiction where an Acquired Company does not file Tax Returns that such Acquired Company is or may be subject to taxation in that jurisdiction.

(f) None of the Acquired Companies has waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency that remains in force (other than extensions of the due date of Tax Returns filed in the Ordinary Course of Business).

(g) The unpaid Taxes of the Acquired Companies (i) do not, as of the most recent Company Statutory Financial Statements, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the most recent Company Statutory Financial Statements (rather than in any notes thereto) and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Acquired Companies in filing their Tax Returns. The Tax reserve, deferred Tax assets and liabilities and the liability for uncertain Tax positions set forth in the Company Statutory Financial Statements were prepared in accordance with SAP on a basis consistently applied, and the Company has retained possession of all applicable work papers and supporting materials.

(h) No Acquired Company is required to include any material amounts in income, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (iii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. Law) executed on or prior to the Closing Date; (iv) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local, or non-U.S. Law); (v) installment sale or open transaction disposition made on or prior to the Closing Date; (vi) prepaid amount (other than

insurance premiums on policies written by the Acquired Companies) received on or prior to the Closing Date; or (vii) election under Section 108(i) of the Code.

(i) No Acquired Company has entered into a closing agreement or other similar agreement with a Governmental Authority relating to Taxes of such Acquired Company that binds the Acquired Companies in any taxable period ending after the Closing Date.

(j) No Acquired Company has been a member of an affiliated group of corporations filing a consolidated U.S. federal income Tax Return (other than the current consolidated group) for which the applicable statute of limitations remains open. Seller has filed a consolidated U.S. federal income Tax Return with each of the Acquired Companies for the taxable year immediately preceding the current taxable year and is eligible for U.S. federal income tax purposes to make an election under Section 338(h)(10) of the Code with respect to the transactions contemplated by this Agreement.

(k) No Acquired Company has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code in a distribution within the past two (2) years or which could constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the Acquisition.

Section 3.12. Employee Benefits.

(a) Section 3.12(a) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of each material Benefit Plan. Section 3.12(a) of the Seller Disclosure Schedule identifies each Benefit Plan, if any, that is maintained by any of the Acquired Companies (each, an "Acquired Company Benefit Plan"). Seller has made available to Purchaser or filed with the SEC prior to the date hereof copies of each Benefit Plan.

(b) Each Benefit Plan that is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA and that is intended to be qualified under Section 401(a) of the Code, has received a favorable determination letter from the IRS or has applied to the IRS for such favorable determination letter within the applicable remedial amendment period under Section 401(b) of the Code, and there are no circumstances that have resulted or would reasonably be likely to result in the loss of the qualification of such plan under Section 401(a) of the Code, and a copy of each such favorable determination letter has been made available to Purchaser.

(c) With respect to any Benefit Plan that is subject to Title IV of ERISA, (i) neither the Company nor any ERISA Affiliate has incurred any obligation for any excise taxes or has incurred any liability or penalty under Title IV of ERISA (other than liability to pay PBGC premiums in the normal course) that has not been satisfied in full and there is no lien on the assets of the Seller or any ERISA Affiliate, and no event has occurred and no circumstance exists or has existed that is reasonably likely to give rise to any such excise tax obligation, liability, penalty or lien; (ii) no action has been taken to terminate

any such arrangement; (iii) no such plan has failed to meet any "minimum funding standards" (within the meaning of Section 302 of ERISA or Section 412 of the Code), whether or not waived; (iv) no reportable event within the meaning of Section 4043 of ERISA has occurred (other than an event for which timely notice to the PBGC was provided) and the consummation of the transaction contemplated hereby will not result in such a reportable event; and (v) no transaction described in Section 4069 of ERISA has occurred. No Benefit Plan is a multiemployer plan as defined in Section 3(37) of ERISA. No Benefit Plan provides health, medical or other welfare benefits after retirement or other termination of employment to any Current Employee (other than for continuation coverage required under Section 4980B(f) of the Code).

(d) Each Benefit Plan (and any related trust or other funding vehicle) has been maintained, operated and administered in compliance in all material respects with applicable Laws and with the terms of such Benefit Plan. Each fiduciary of any Benefit Plan has complied with all of its obligations in all material respects under the terms of such plan and under applicable Laws. There are no claims pending (other than routine claims for benefits) or, to the Knowledge of Seller, threatened with respect to any Benefit Plan.

(e) Except as would not reasonably be likely to result in a material Liability of the Acquired Companies, (i) none of the Acquired Companies has any Liability (whether or not assessed) under Sections 4980B, 4980D, or 4980H of the Code and (ii) the Acquired Companies have maintained, or caused to be maintained adequate records to enable the Acquired Companies to comply with any reporting obligations they may have under Sections 6055 and 6056 of the Code.

(f) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, either alone or together with any other events (whether contingent or otherwise), will (i) entitle any Current Employee (or any dependent or beneficiary thereof) to any payments (including severance pay or any increase in severance pay or other compensation upon any termination of employment after the date hereof) for which any Acquired Company or Purchaser would reasonably be likely to have any material Liability or (ii) accelerate the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other material obligation pursuant to, any of the Benefit Plans for which any Acquired Company or Purchaser would reasonably be likely to have any material Liability.

(g) No Acquired Company is required to provide any gross-up, make-whole, or other additional payment with respect to Taxes, interests or penalties imposed under any Tax provisions, including Section 409A or Section 4999 of the Code. The transactions contemplated by this Agreement will not constitute a change in ownership or control of Seller described in Section 280G(b)(2)(A) of the Code and Treasury Regulation Section Q/A-27, 28, or 29.

Section 3.13. Compliance with Laws; Governmental Authorizations.

(a) Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, no Acquired Company (i) is in violation of any applicable Law, including all such Laws regarding the collection, use, disclosure, storage, transfer, or disposal of Personal Information, or (ii) has received, at any time since December 31, 2016, any written notice from any Governmental Authority regarding any actual or alleged violation of, or failure on the part of such Acquired Company to comply with, any applicable Law that has not been remedied. Without limiting the foregoing, Company agrees and acknowledges that the applicable Laws regarding the collection, use, disclosure, storage, transfer, or disposal of Personal Information shall include the Gramm Leach Bliley Act (15 U.S.C. §§ 6801-6809 and 17 C.F.R. §§ 248.1-248.30), the New York Cybersecurity Requirements for Financial Companies (23 NYCRR 500), the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (16 C.F.R. Part 316), and the Telephone Consumer Protection Act (47 U.S.C. 227).

(b) Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, (i) each Acquired Company is in compliance with all Governmental Authorizations required to conduct its business in the manner and in all such jurisdictions as it is currently conducted, (ii) no Acquired Company has received, at any time since December 31, 2016, any written notice from any Governmental Authority regarding any actual or alleged violation of, or failure on the part of such Acquired Company to comply with, any term or requirement of any such Governmental Authorization that has not been remedied, and (iii) no Acquired Company has generated, disposed of, released, managed, or otherwise used any Hazardous Materials in any way that would reasonably be likely to give rise to any liability under applicable Law.

(c) Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, since December 31, 2016, each Acquired Company has filed all material Contracts, reports, statements, documents, registrations, filings and submissions required to be filed by such Acquired Company with any state insurance Governmental Authority, and all such Contracts, reports, statements, documents, registrations, filings and submissions were timely filed and materially complied with applicable Laws in effect when filed and no material deficiencies have been asserted by any such regulatory authority with respect to same. Seller has made available for inspection by Purchaser any final reports (or, if no final report exists, the most recent draft, interim or preliminary reports) of examination (including financial, market conduct and similar examinations) of the Acquired Companies from any insurance regulatory Governmental Authority, in any case, since December 31, 2016, and all material deficiencies or violations noted in any such final reports have been resolved to the reasonable satisfaction of the insurance Governmental Authority that noted such deficiencies or violations.

(d) Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, there are no unpaid claims or assessments

against any Acquired Company by any state insurance guaranty association, joint underwriting, residual market facility, assigned risk pool or mandatory reinsurance facility (including any such claims or assessments from the Michigan Catastrophic Claims Association).

Section 3.14. Intellectual Property.

(a) Section 3.14(a) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of all Company Registered IP, which includes for each item thereof: (i) the applicable application, registration, or serial or other similar identification number; (ii) any other Person (including Seller) that has an ownership interest in such item of Company Registered IP and the nature of such ownership interest; and (iii) all deadlines and actions that are required to be taken by an Acquired Company or the Seller within one hundred and eighty (180) days of the effective date of this Agreement (including to all office actions, provisional conversions, annuity or maintenance fees, or re-issuances).

(b) The Acquired Companies exclusively own all right, title, and interest in and to all of the Company Intellectual Property free and clear of any liens, and all Company Registered IP is valid, subsisting, and enforceable. The Seller has provided to Purchaser copies of all applications, registrations, correspondence with Governmental Authorities, and other material documents related to each such item of Company Registered IP. The Seller and/or the applicable Acquired Company have made all filings and payments and taken all other actions required to be made or taken to maintain each item of Company Registered IP in full force and effect by the applicable deadline and otherwise in accordance with all Laws. No interference, opposition, reissue, reexamination, or other proceeding is or has been pending or, to the Knowledge of Seller and each Acquired Company, threatened, in which the scope, validity, or enforceability of any Company Registered IP is being, has been, or would reasonably be likely to be, contested, or challenged.

(c) Section 3.14(c) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of all material Licensed Intellectual Property (other than any non-customized software that (i) is so licensed solely in executable or object code form pursuant to a non-exclusive use software license, (ii) is not incorporated into, or used directly in the development, manufacturing, testing, distribution, or support of, any Acquired Company product or service, and (iii) is generally available on standard terms), identifying each item of Licensed Intellectual Property for which an Acquired Company is obligated to pay royalties, fees, commissions or other amounts (other than sales commissions paid to employees according to standard commission plans).

(d) Section 3.14(d) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of (i) each contract pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any Company Intellectual Property (other than non-exclusive, internal use, object code software licenses granted to end user customers in the Ordinary Course of Business pursuant to the Seller's or an Acquired Company's standard form of license agreement, the form of each of which has been made available to Purchaser), and

(ii) whether the licenses, rights, and interests so granted, received, or acquired are exclusive or non-exclusive.

(e) To the Knowledge of Seller, the conduct of the Acquired Companies' business as currently conducted does not infringe upon, misappropriate or otherwise violate the Intellectual Property rights of any third party, and no Acquired Company has received any written notice of any actual, alleged, or suspected infringement, misappropriation, or other violation by any Acquired Company of the Intellectual Property rights of any third party since December 31, 2016. To the Knowledge of Seller, no third party has or currently is infringing upon, misappropriating or otherwise violating any Company Intellectual Property, and no such claims have been made or threatened in writing by any Acquired Company or Seller.

(f) To the Knowledge of Seller, none of the Company Software contains any bug, defect, or error that materially and adversely affects the use, functionality or performance of such Company Software or any product or system containing or used in conjunction with such Company Software.

(g) To the Knowledge of Seller, no Company Software contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "worm," "spyware," or "adware" (as such terms are commonly understood in the software industry) or any other code designed to have any of the following functions: (i) disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) compromising the privacy or data security of a user or damaging or destroying any data or file without the user's consent (collectively, "Malicious Code"). The Seller and each Acquired Company have implemented, and each Acquired Company maintains, reasonable measures designed to prevent the introduction of Malicious Code into Company Software, including firewall protections and regular virus scans.

(h) No source code for any Company Software has been delivered, licensed, or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee or consultants of an Acquired Company. Neither the Seller nor any Acquired Company has any duty or obligation (whether present, contingent, or otherwise) to deliver, license, or make available the source code for any Company Software to any escrow agent or other Person. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or would reasonably be likely to, result in the delivery, license or disclosure of any source code for any Company Software to any other Person who is not, as of the date of this Agreement, an employee of an Acquired Company. The execution and performance of this Agreement will not result in a release from escrow of any source code to Company Software.

(i) The Seller and each Acquired Company have implemented, and each Acquired Company maintains, reasonable policies with respect to the use and deployment of Open Source Software.

Section 3.15. Information Technology.

(a) All IT Systems used by each Acquired Company in the conduct of its business are either (x) owned by, (y) licensed or leased to, or (z) provided to, the applicable Acquired Company. The IT Systems, together with (i) [redacted] (ii) [redacted] No Acquired Company, in the twelve (12) months prior to the date of this Agreement, has received written notice from a third party alleging that the Acquired Company is in default under licenses or leases relating to the IT Systems.

(b) The IT Systems have been reasonably maintained and supported and each Acquired Company has reasonable and appropriate maintenance and support arrangements in respect of the IT Systems. The Acquired Companies are the sole legal and beneficial owners of the IT Systems owned or purported to be owned by any of the Acquired Companies, free from any Encumbrances other than Permitted Encumbrances and such owned IT Systems are used exclusively by or on behalf of the Acquired Companies. To the Knowledge of Seller, the IT Systems are in good working order and function in accordance with applicable documentation and specifications.

(c) [redacted] the arrangements relating to the IT Systems (including its operation and maintenance and any amendments or modifications thereto) will not be adversely affected by the performance of this Agreement and (ii) the IT Systems will have adequate capability and capacity for all of the processing and other functions required by each Acquired Company immediately following the Closing Date.

(d) Each Acquired Company has in effect reasonable disaster recovery plans, procedures, and facilities for its business and has taken reasonable steps to safeguard the security and the integrity of its IT Systems.

(e) Each Acquired Company implements reasonable measures designed to prevent the introduction of Malicious Code into its IT Systems, including firewall protections and regular virus scans.

(f) To the Knowledge of Seller, no Acquired Company or, as it relates to the operation of the business of the Acquired Companies, the Seller have experienced, and no circumstances exist, as of the date hereof, that are reasonably likely to give rise to, any material disruption in or to the operation of the business of the Acquired Companies as a result of any substandard performance or defect in any part of the IT Systems whether caused by any viruses, bugs, worms, software bombs or otherwise, lack of capacity, or otherwise.

Section 3.16. Privacy and Cybersecurity.

(a) The Acquired Companies have one or more privacy policies concerning the collection, use, and disclosure of Personal Information in connection with the operation of the business of the Acquired Companies and have been in compliance in all material respects with such privacy policies. Seller has made available to Purchaser prior to the date hereof copies of all privacy policies that have been used by the Acquired Companies since December 31, 2016. Since December 31, 2016, the Acquired Companies have continuously posted their respective privacy policies in a clear and conspicuous location on all websites and any mobile applications owned or operated by the Acquired Companies and have made such privacy policies available on all other forms used to collect Personal Information.

(b) Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, the Acquired Companies are in compliance with applicable Payment Card Industry Data Security Standards.

(c) No Person (including any Governmental Authority) has commenced any Action relating to any of the Acquired Companies' information privacy or data security practices, including with respect to the collection, use, disclosure, transfer, storage, or disposal of Personal Information maintained by or on behalf of the Acquired Companies or, to the Knowledge of Seller, threatened any such Action, or made any formal investigation or inquiry relating to such practices.

(d) The execution, delivery, and performance of this Agreement and the consummation of the contemplated transactions, including any transfer of Personal Information resulting from such transactions, will not violate any applicable Law, the privacy policies of the Acquired Companies as they currently exist or as they existed at any time during which the use of Personal Information was consented to by the applicable Person or any Personal Information was collected or obtained by or on behalf of the applicable Acquired Company, or other privacy and data security requirements imposed on the Acquired Company or any party acting on its behalf under any Contracts. Upon the Closing, the Acquired Companies will continue to have the right to use such Personal Information on identical terms and conditions as the Acquired Companies used it immediately prior to the Closing.

(e) Except for disclosures of Personal Information permitted by applicable Law and in accordance with all applicable Contracts, no Acquired Company sells, rents, or otherwise makes available any Personal Information to third Persons for compensation of any form.

(f) The Acquired Companies have established, implemented, and comply with, and require all third party Persons that hold, process, receive, or have access to Personal Information for or on behalf of any Acquired Company to establish, implement, and comply with, policies, programs, and procedures that are in compliance with Laws that are applicable to the business of the Acquired Companies, NIST Special Publication 800-53 (version 1.0) and the NIST Cybersecurity Framework (version 1.0), including

administrative, technical and physical safeguards, to protect the confidentiality, availability, and integrity of Personal Information in its possession, custody, or control against unauthorized access, use, modification, disclosure, or other misuse. Since December 31, 2016, the Acquired Companies have conducted, or have had conducted on their behalf, annual IT security risk assessments and remediated material risks and vulnerabilities identified in such assessments.

(g) To the Knowledge of Seller, the Acquired Companies have not, since December 31, 2016, experienced any loss, damage, or unauthorized access, disclosure, use, or breach of security of Personal Information or IT Systems in the Acquired Companies' possession, custody, or control, or otherwise held or processed on its behalf that affected a material portion of customers of the Acquired Companies and, to the Knowledge of Seller, no circumstances exist, as of the date hereof, that are reasonably likely to give rise to any such unauthorized access, disclosure, use, or breach.

Section 3.17. Material Contracts.

(a) Section 3.17(a) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of all of the following Contracts (other than Insurance Contracts, Reinsurance Agreements, Leases, and Intercompany Agreements) to which any Acquired Company is a party (each, a "Material Contract" and collectively, the "Material Contracts"):

[redacted]

(ii) any Contract that required any Acquired Company to purchase any products or services from a third party for a purchase price in excess of One Million ($1,000,000) Dollars in the fiscal year ended December 31, 2018;

(iii) any material joint venture or partnership agreement with a third party (other than distribution agreements and reseller agreements entered into in the Ordinary Course of Business);

(iv) any Contract that materially restricts or materially limits the ability of any Acquired Company to freely engage in any business (including use or enforcement of any Company Intellectual Property) in any material geographic area, or which provides for "exclusivity" with respect to any line of business that is material to the Acquired Companies, taken as a whole, in favor of any Person;

(v) any Contract relating to the acquisition or disposition of any material assets (other than Investment Assets) or any material business (whether by merger, sale of stock, sale of assets or otherwise) of the Acquired Companies to the extent any actual or contingent express material obligations of any Acquired Company thereunder remain in effect;

(vi) any Contract under which an Acquired Company has incurred any indebtedness that is currently owing or has given any guarantee, other than such

Contracts entailing past or reasonably expected future amounts less than One Million ($1,000,000) Dollars in the aggregate;

(vii) any Contract under which Seller or any of its Subsidiaries has committed to make capital contributions to any Acquired Company;

(viii) any Contract between any Acquired Company and any officer or director of any Acquired Company;

(ix) any Contract that provides for the license to or from an Acquired Company of any material Intellectual Property or material IT Systems, other than (A) "shrink wrap" or "click through" licenses or licenses of generally-available "off the shelf" computer Software or databases and (B) any Contract between an Acquired Company, on the one hand, and another Acquired Company, on the other hand;

(x) any pooling arrangements or quota share reinsurance Contracts among two (2) or more of the Acquired Companies;

(xi) any Contract for the outsourcing of any material portion of the insurance operations of any of the Acquired Companies, including any management or advisory agreements with respect to Investment Assets, other than on an individual claim basis; and

(xii) any Contract that includes non-standard obligations relating to data privacy, data security, or data breach notification (including Contracts that impose non-standard conditions or restrictions on the collection, use, disclosure, storage, transfer, or disposal of Personal Information).

(b) With respect to each Material Contract, assuming the due authorization, execution and delivery thereof by the other party or parties thereto (i) each Material Contract is a valid and binding obligation of the applicable Acquired Company and, to the Knowledge of Seller, each other party or parties thereto, in accordance with its terms, (ii) is in full force and effect in all material respects, subject to the Bankruptcy and Equity Exceptions, (iii) the applicable Acquired Company is not, and, to the Knowledge of Seller, no other party thereto is in default in the performance, observance or fulfillment of any obligation, covenant or condition contained in each of the Material Contracts and (iv) to the Knowledge of Seller, no event has occurred that would constitute a default under any Material Contract, except, with respect to the foregoing clauses (i), (ii), (iii), and (iv) where such failures to be valid and binding and in full force and effect and defaults would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(c) Prior to the date of this Agreement, copies of each Material Contract have been made available to Purchaser.

Section 3.18. Real Property.

(a) Section 3.18(a) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of the street address of each parcel of real property owned by the Acquired Companies (the "Owned Real Property"). The Company has good and marketable title to the Owned Real Property free and clear of all Encumbrances other than Permitted Encumbrances.

(b) Section 3.18(b) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of all leases, subleases or occupancy agreements for real property of the Acquired Companies (any such lease, sublease or occupancy agreement being hereinafter referred to as a "Lease").

(c) Assuming the due authorization, execution and delivery thereof by the other party or parties thereto, (i) each Lease is a valid and binding obligation of the applicable Acquired Company and, to the Knowledge of Seller, each other party or parties thereto, in accordance with its terms and is in full force and effect in all material respects, subject to the Bankruptcy and Equity Exceptions, (ii) the applicable Acquired Company is not, and, to the Knowledge of Seller, no other party thereto is in default in the performance, observance or fulfillment of any obligation, covenant or condition contained in each of the Leases and (iii) to the Knowledge of Seller, no event has occurred that would constitute a default under any Lease, except, with respect to the foregoing clauses (ii) and (iii), where such defaults would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. None of the Acquired Companies has subleased, licensed or otherwise granted any Person the right to use or occupy any Lease or any material portion thereof.

Section 3.19. Finders' Fees. Other than Credit Suisse LLC, there is no investment banker, broker, financial adviser, finder or other intermediary who is or might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, based on arrangements made by or on behalf of Seller, any Acquired Company or any of their respective Affiliates.

Section 3.20. Insurance Representatives. Since December 31, 2016, each Person performing the duties of Insurance Producer on behalf of the Acquired Companies (each, an "Insurance Representative"), to the Knowledge of Seller, at the time such Insurance Representative offered or produced any insurance business or otherwise performed services for or on behalf of any Acquired Company for which a Governmental Authorization was required by applicable Law, possessed such Governmental Authorization as required by applicable Law (for the type of business written, sold or produced by such Insurance Representative on behalf of the Acquired Companies) in the particular jurisdiction in which such Insurance Representative wrote, sold or produced such business, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

Section 3.21. Insurance Contracts. Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect: (a) all policy and contract forms on which the Company and Ameriprise Insurance have issued Insurance

Contracts and which are currently being used by the Company and Ameriprise Insurance or were used by the Company and Ameriprise Insurance for business which is still in force 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, (b) all Insurance Contracts and all such policy and contract forms comply with, and have been administered in accordance with, applicable Law and (c) any rates with respect to Insurance Contracts to the extent required to be filed with or approved by any Governmental Authority have been so filed or approved and the rates used by the Company and Ameriprise Insurance conform thereto.

Section 3.22. Reinsurance. Section 3.22 of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of all treaties and agreements of assumed and ceded reinsurance of the Company and Ameriprise Insurance in effect on the date hereof, other than any such treaties or agreements solely between an Acquired Company, on the one hand, and another Acquired Company, on the other hand (the "Reinsurance Agreements"). Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect: (a) the Reinsurance Agreements are in full force and effect in accordance with their terms; (b) the Company or Ameriprise Insurance, as applicable, has not breached any provision of any Reinsurance Agreement or failed to meet the underwriting standards required for any business reinsured thereunder; (c) to the Knowledge of Seller, no other party to any Reinsurance Agreement is in default thereunder and no other party to any Reinsurance Agreement is insolvent or the subject of a rehabilitation, liquidation, conservatorship, receivership, bankruptcy or similar proceeding; (d) since December 31, 2016 to the date hereof, none of Seller or the Acquired Companies have received any written notice from any applicable reinsurer that any amount of reinsurance ceded by any of the Acquired Companies will be uncollectible or otherwise defaulted upon; and (e) prior to the date of this Agreement, copies of each Reinsurance Agreement have been made available to Purchaser.

Section 3.23. Investment Assets. Seller has provided to Purchaser a list of the Investment Assets as of December 31, 2018. Except for Investment Assets sold or otherwise disposed of since December 31, 2018, to the Knowledge of Seller, the Company or Ameriprise Insurance, as applicable, holds valid title to all Investment Assets free and clear of all Encumbrances other than Permitted Encumbrances, except as would not, individually or in the aggregate, reasonably be likely to be material to the Acquired Companies, taken as a whole.

Section 3.24. Labor Matters.

(a) No Acquired Company is delinquent in any payments to any Current Employee for any all compensation, including wages, commissions and bonuses, payable to all Current Employees of the Acquired Companies for services performed on or prior to the date hereof, except as pursuant to applicable payroll practices in the Ordinary Course of Business or as would not reasonably be likely to result in a material Liability of the Acquired Companies.

(b) No Acquired Company is a party to, or bound by, any agreement with respect to the Current Employees with any labor union or any other employee organization, group or association organized for purposes of collective bargaining, nor is

any such Contract presently being negotiated. To the Knowledge of Seller, there are no campaigns being conducted to solicit cards from Current Employees to authorize representation by any labor organization. Since December 31, 2016, to the Knowledge of Seller, there have been no (i) activities or proceedings of any labor union to organize any Current Employees or employees of Seller dedicated to the business of the Acquired Companies, (ii) strikes, work stoppages, slowdowns, lockouts or arbitrations relating to the business of any Acquired Company, (iii) grievances or other labor disputes pending, or, to the Knowledge of Seller, threatened against or involving any Acquired Company relating to the business of any Acquired Company or (iv) complaints, charges or claims pending, or, to the Knowledge of Seller, threatened to be brought or filed with any Governmental Authority based on, or arising out of, in connection with, or otherwise relating to the employment by any Acquired Company of any individual, including any claim for workers' compensation, relating to the business of any Acquired Company, except, in each case, as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. No labor organization or group of Current Employees has made a pending demand for recognition, there are no representation proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of Seller, threatened to be brought or filed with the National Labor Relations Board or other labor relations tribunal, and there is no organizing activity involving any Acquired Company, or to the Knowledge of Seller, threatened by any labor organization or group of employees that would materially impact the business of any Acquired Company.

(c) Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, each Acquired Company is in compliance in all respects with all applicable Laws, Contracts, policies, plans and programs relating to employment, employment practices, wages, hours, employee and independent contractor classifications, immigration, work eligibility, collective bargaining, unemployment insurance, workers' compensation, equal employment opportunity, age and disability discrimination, the withholding of Taxes, the hiring and consideration of applicants for employment, and the termination of employment, including, any obligations pursuant to: the Worker Adjustment and Retraining Notification Act of 1988 and similar state or local law ("WARN Act"); the Fair Labor Standards Act and similar state or local law; the Immigration Reform and Control Act of 1986 and similar state or local law; Title VII of the Civil Rights Act of 1964, as amended, and similar state or local law; the Employee Retirement Income Security Act and similar state or local law; the Americans with Disabilities Act and similar state or local law; the Age Discrimination in Employment Act and similar state or local law; the Older Worker Benefit Protection Act and similar state or local law; the National Labor Relations Act and similar state or local law; the Family and Medical Leave Act and similar state or local law; and any other state or local employment non-discrimination Laws. Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, the Company and each Acquired Company, as applicable, has complied in all respects with all applicable requirements under the Fair Credit Reporting Act and similar Laws pertaining to employee and applicant background checks and screenings. Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, there are no complaints, charges or claims against any Acquired

Company pending or, to the Knowledge of Seller, threatened to be brought or filed with any public or Governmental Authority, arbitrator or court based on, arising out of, in connection with, or otherwise relating to the employment of, termination of employment by, or rejection of employment by, any Acquired Company of any individual. Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, each Acquired Company, as applicable, has complied in all material respects with all applicable foreign, federal, state and local Laws regarding occupational safety and health standards.

(d) Since December 31, 2016, no Acquired Company has effectuated or announced (i) a "plant closing" (as defined under the WARN Act), (ii) a "mass layoff" (as defined under the WARN Act) or (iii) such other layoff, reduction in force or employment terminations sufficient in number to trigger application of the WARN Act.

(e) Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, to the Knowledge of Seller, each Current Employee or former employee of the Company has been properly classified as exempt or nonexempt under all applicable Laws and any worker currently or formerly performing services for Company as an independent contractor has been properly so classified under all applicable Laws and was or is not in fact an employee of Company. No individuals are currently providing services to any Acquired Company pursuant to a leasing agreement or similar type of arrangement, nor has any Acquired Company entered into any such agreement.

(f) All material written employment agreements, Contracts, covenants not to compete, assignments of Intellectual Property rights, policies or arrangements, including severance or separation agreements, covering any employee or current or former directors of any Acquired Company are listed in Section 3.24(f) of the Seller Disclosure Schedule, and have been provided to the Purchaser.

(g) No Acquired Company is a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Authority relating to employees or employment practices, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. To the Knowledge of Seller, neither the Company, nor any Acquired Company nor any of its or their executive officers has received any pending notice of intent by any Governmental Authority responsible for the enforcement of applicable Laws pertaining to labor or employment to conduct an investigation relating to the Company and, to the Knowledge of Seller, no such investigation is in progress. Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, there are not any pending or, to the Knowledge of Seller, threatened, charges before any Governmental Authority responsible for the prevention of unlawful employment practices respecting Current Employees or former employees of the Company.

(h) Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, (i) no Current Employee or former employee of any Acquired Company, nor any executive, officer, director or other

management level individual, is the subject of any sexual harassment complaint, allegation or investigation by any other individual, and (ii) the Company has not, within the last two (2) years, been subject to any lawsuit, arbitration or settlement involving allegations of sexual harassment.

Section 3.25. Reserves; Actuarial Reports. The loss and loss adjustment expense reserves, including loss and loss adjustment expenses incurred but not reported, reported on the Company Statutory Financial Statements as of and for the years ended 2017 that have been delivered to the Purchaser: (i) were computed in all material respects in accordance with generally accepted actuarial principles consistently applied throughout the periods covered by such Company Statutory Financial Statements taken together; and (ii) satisfied all applicable Law and the requirements of SAP, as the case may be, in all material respects. Since December 31, 2016 through the date of this Agreement, the Company has not engaged any outside actuarial firm to prepare an actuarial opinion or loss reserve analysis except as disclosed on Section 3.25 of the Seller Disclosure Schedule. Copies of any opinions or analyses listed on Section 3.25 of the Seller Disclosure Schedule have been made available to Purchaser.

Section 3.26. Intercompany Agreements. Section 3.26 of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of all Intercompany Agreements in effect as of the date hereof.

Section 3.27. Insurance.

(a) Section 3.27(a) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of all material policies of property and casualty insurance currently in force and which provide coverage to any of the Acquired Companies (including, but not limited to, all commercial property, commercial general liability, directors and officers liability, employment practices liability, fiduciary liability, workers' compensation, errors and omissions/professional liability and cyber-related liability insurance policies) (collectively, the "Corporate Insurance Policies"). For each of the Corporate Insurance Policies, Section 3.27(a) of the Seller Disclosure Schedule lists the policy number, carrier, policy period, type and limits of coverage, including (with respect to any liability insurance coverage) whether such coverage is occurrence or claims made and the deductible or retention amount. The Corporate Insurance Policies are in full force and effect in accordance with their terms. No written notice of cancellation or written indication of an intention not to renew any Corporate Insurance Policy listed on Section 3.27(a) of the Seller Disclosure Schedule has been received by the Seller or any of the Acquired Companies.

(b) To the Knowledge of Seller, no event has occurred, including the failure by any of the Acquired Companies to give any notice or information or any Acquired Company giving any inaccurate or erroneous notice or information, which materially limits or impairs the rights of any Acquired Company under any of the Corporate Insurance Policies.

(c) Section 3.27(c) of the Seller Disclosure Schedule sets forth a list, as of the date hereof, of all current and open or known material claims related to the Acquired Companies under any of the Corporate Insurance Policies.

ARTICLE IV
Representations and Warranties of Purchaser

Except as set forth in the Purchaser Disclosure Schedule, Purchaser represents and warrants to Seller as follows:

Section 4.1. Organization and Authority. Purchaser is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Wisconsin. Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

Section 4.2. Binding Effect. The execution and delivery of this Agreement by Purchaser, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly and validly approved and authorized by all requisite corporate action on the part of Purchaser and no additional corporate proceedings on the part of Purchaser or any Affiliate thereof or any of their respective securityholders are necessary to approve or authorize, as applicable, this Agreement, the performance of Purchaser's obligations hereunder or the consummation of the transactions contemplated hereby. Assuming the due authorization, execution and delivery by Seller, this Agreement constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to the Bankruptcy and Equity Exceptions.

Section 4.3. Governmental Filings and Consents. No consents or approvals of, waivers from or filings or registrations with, any Governmental Authority are required to be made or obtained at or prior to the Closing by Purchaser or any of its Affiliates in connection with the execution, delivery or performance by Purchaser of this Agreement or to consummate the transactions contemplated hereby, except for the Required Approvals.

Section 4.4. No Violations. Subject to making and/or obtaining the Required Approvals and the expiration of related waiting periods, and except as may result from any facts or circumstances relating to the identity or regulatory status of Seller or its Affiliates, the execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement do not and will not (a) conflict with, constitute a breach or violation of, or a default under, or give rise to any Encumbrance (other than Permitted Encumbrances) or any acceleration of remedies, penalty, increase in benefit payable or right of termination, suspension, revocation or cancellation under, or forfeiture of, as applicable, any applicable Law, Governmental Order or Governmental Authorization or Contract of Purchaser, except as would not, individually or in the aggregate, reasonably be likely to have a Purchaser Material Adverse Effect or (b) constitute a breach or violation of, or a default under, the organizational documents of Purchaser.

Section 4.5. Compliance with Laws. Except as would not, individually or in the aggregate, reasonably be likely to have a Purchaser Material Adverse Effect, Purchaser (a) is not

in violation of any applicable Law and (b) has not received, at any time since December 31, 2017, any written notice from any Governmental Authority regarding any actual or alleged violation of, or failure on the part of Purchaser to comply with, any applicable Law that has not been remedied.

Section 4.6. Purchaser Impediments. (a) There is no Action pending or, to the Knowledge of Purchaser, threatened in writing, or any outstanding Governmental Order, against Purchaser or any of its Affiliates which (i) challenges the validity or enforceability of this Agreement, (ii) seeks to enjoin or prohibit the consummation of the transactions contemplated hereby or (iii) would (A) prevent the Purchaser from obtaining the Required Approvals (as applicable) or (B) individually or in the aggregate, reasonably be likely to have a Purchaser Material Adverse Effect. Purchaser has no reason to believe that any facts or circumstances related to its identity or regulatory status will materially impair or delay its ability to obtain the Required Approvals (as applicable). Except as would not, individually or in the aggregate, reasonably be likely to have a Purchaser Material Adverse Effect, (I) Purchaser holds and maintains in full force and effect all Governmental Authorizations required to conduct its business in the manner and in all such jurisdictions as it is currently conducted, (II) Purchaser is in compliance with all such Governmental Authorizations and (III) Purchaser has not received, at any time since December 31, 2017, any written notice from any Governmental Authority regarding any actual or alleged violation of, or failure on the part of Purchaser to comply with, any term or requirement of any such Governmental Authorization that has not been remedied. Since December 31, 2018, no Purchaser Material Adverse Effect has occurred.

Section 4.7. Finders' Fees. Other than Keefe, Bruyette & Woods, Inc., there is no investment banker, broker, financial advisor, finder or other intermediary who is or might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, based on arrangements made by or on behalf of Purchaser or its Affiliates.

Section 4.8. Financial Capability. Purchaser has, and will have at all times through and at the Closing, sufficient available and unencumbered funds to complete the Acquisition on the terms and subject to the conditions set forth in this Agreement and to consummate the other transactions contemplated by this Agreement [redacted]

Section 4.9. Purchase for Own Account.

(a) Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act.

(b) Purchaser is acquiring the Shares for investment and not with a view toward, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the Shares. Purchaser agrees that the Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act and any applicable state securities laws, except pursuant to an exemption from such registration under such Laws.

(c) Purchaser is able to bear the economic risk of holding the Shares for an indefinite period, including a complete loss of its investment in the Shares, and has knowledge and experience in financial and business matters such that it is capable of evaluating the risks of an investment in the Shares.

ARTICLE V
Covenants

Section 5.1. Access; Confidentiality.

(a) Prior to the Closing, Seller shall permit, and cause the Acquired Companies to permit, Purchaser and its representatives to have reasonable access, during regular business hours and upon reasonable advance notice to Seller, to the assets and properties of the Acquired Companies and the Books and Records, as well as reasonable access to the employees, advisors and counsel of Seller and the Acquired Companies, to the extent not prohibited by applicable Law or Seller's or the Acquired Companies' privacy policies, for any reasonable business purpose relating to this Agreement or any Ancillary Agreement; provided that any Books and Records or other information that is subject to an attorney-client or other legal privilege or obligation of confidentiality or non-disclosure shall not be made so accessible. In exercising its rights hereunder, Purchaser shall conduct itself so as not to unreasonably interfere in the conduct of Seller's or the Acquired Companies' businesses.

(b) As of the date hereof, Purchaser's obligations to the Acquired Companies pursuant to the Confidentiality Agreement shall terminate, except that the non-solicitation and any applicable non-hire provisions shall continue until the Closing Date, at which time they shall terminate.

(c) Following the Closing, without limiting the obligations of Purchaser to provide access pursuant to Section 2.3(b), to the extent not prohibited by applicable Law, Purchaser shall (i) permit Seller and its Affiliates, during regular business hours and upon reasonable advance notice to Purchaser, through their representatives, the right to examine and make copies of the Books and Records concerning the business of the Acquired Companies prior to the Closing for any reasonable business purpose relating to this Agreement or any Ancillary Agreement, including the preparation or examination of Seller's and its Affiliates' governmental, regulatory and Tax filings and financial statements and the conduct of any litigation, arbitration or dispute resolution, whether pending or threatened, concerning the business of the Acquired Companies prior to the Closing and the transactions contemplated by this Agreement or the Ancillary Agreements; and (ii) maintain the Books and Records for the foregoing examination and copying for a period of not less than seven (7) years following the Closing (or longer if required by applicable Law). Access to the Books and Records shall be at Seller's sole cost and expense and may not unreasonably interfere with the conduct of Purchaser's or its Affiliates' businesses. Notwithstanding the foregoing, any and all such Books and Records may be destroyed by Purchaser after the seventh (7th) anniversary of the Closing Date (or longer if required by applicable Law).

(d) Following the Closing, to the extent not prohibited by applicable Law, Seller shall (i) permit Purchaser and its Affiliates, during regular business hours and upon reasonable advance notice to Seller, through their representatives, the right to examine and make copies of the Historical Books and Records for any reasonable business purpose relating to this Agreement or any Ancillary Agreement, including the preparation or examination of Purchaser's and its Affiliates' governmental, regulatory and Tax filings and financial statements and the conduct of any litigation, arbitration or dispute resolution, whether pending or threatened, concerning the business of the Acquired Companies prior to the Closing and the transactions contemplated by this Agreement or the Ancillary Agreements; and (ii) maintain the Historical Books and Records for the foregoing examination and copying for a period of not less than seven (7) years following the Closing (or longer if required by applicable Law). Access to the Historical Books and Records shall be at Purchaser's sole cost and expense and may not unreasonably interfere with the conduct of Seller's or its Affiliates' businesses. Notwithstanding the foregoing, any and all such Books and Records may be destroyed by Seller after the seventh (7th) anniversary of the Closing Date (or longer if required by applicable Law).

(e) Seller acknowledges that it may receive confidential and proprietary information of Purchaser and its Affiliates pursuant to actions contemplated or required under the terms of this Agreement both before or following the Closing (the "Purchaser Confidential Information"). Information that is (i) in the public domain through no breach by Seller or its Subsidiaries, (ii) in Seller's or its Subsidiaries' possession, to the Knowledge of Seller, free of any obligation of confidence prior to the receipt of such information, (iii) received by Seller or its Subsidiaries' from a third party, to the Knowledge of Seller, without any breach of a confidentiality obligation from such third party to Purchaser or its Affiliates, or (iv) independently discovered or developed by Seller or its Subsidiaries without the use of any Purchaser Confidential Information shall not, in each case, constitute Purchaser Confidential Information. Seller agrees not to disclose, and to cause its Subsidiaries not to disclose, the Purchaser Confidential Information to any party except (A) to its Affiliates, employees, officers, directors, representatives, and advisors ("Seller Representatives") who have a need to know such information in connection with the matters contemplated by this Agreement (the "Permitted Use") and who have agreed to be bound by the terms of this Section 5.1(e), (B) as required by applicable Law or Governmental Order or required or requested by a Governmental Authority, or (C) if compelled to do so in a judicial or administrative proceeding. If disclosure is required, requested or compelled, Seller will promptly notify Purchaser in writing and provide reasonable assistance to Purchaser in seeking, at Purchaser's sole cost and expense, an appropriate order or other remedy to protect the Purchaser Confidential Information from disclosure and, in any case, Seller and the Seller Representatives will disclose only that portion of the Purchaser Confidential Information which is required, requested or compelled to be disclosed. Seller agrees not to use, and to cause its Subsidiaries not to use, the Purchaser Confidential Information for any purpose other than the Permitted Use or pursuant to the foregoing sentence. The provisions of this Section 5.1(e) shall survive for a period of three (3) years following the date hereof.

(f) Purchaser acknowledges that it may receive confidential and proprietary information of Seller and its Subsidiaries pursuant to actions contemplated or required

under the terms of this Agreement both before or following the Closing (the "Seller Confidential Information"); provided, that following the Closing this Section 5.1(f) shall not apply to Seller Confidential Information to the extent related to the Acquired Companies. Information that is (i) in the public domain through no breach by Purchaser or its Affiliates, (ii) in Purchaser's or its Affiliates' possession, to the Knowledge of Purchaser, free of any obligation of confidence prior to the receipt of such information, (iii) received by Purchaser or its Affiliates' from a third party, to the Knowledge of Purchaser, without any breach of a confidentiality obligation from such third party to Seller or its Subsidiaries, or (iv) independently discovered or developed by Purchaser or its Affiliates without the use of any Seller Confidential Information shall not, in each case, constitute Seller Confidential Information. Purchaser agrees not to disclose, and to cause its Affiliates not to disclose, the Seller Confidential Information to any party except (A) to its Affiliates, employees, officers, directors, representatives, and advisors ("Purchaser Representatives") who have a need to know such information in connection with the Permitted Use and who have agreed to be bound by the terms of this Section 5.1(f), (B) as required by applicable Law or Governmental Order or required or requested by a Governmental Authority, or (C) if compelled to do so in a judicial or administrative proceeding. If disclosure is required, requested or compelled, Purchaser will promptly notify Seller in writing and provide reasonable assistance to Seller in seeking, at Sellers's sole cost and expense, an appropriate order or other remedy to protect the Seller Confidential Information from disclosure and, in any case, Purchaser and the Purchaser Representatives will disclose only that portion of the Seller Confidential Information which is required, requested or compelled to be disclosed. Purchaser agrees not to use, and to cause its Affiliates not to use, the Seller Confidential Information for any purpose other than the Permitted Use or pursuant to the foregoing sentence. The provisions of this Section 5.1(f) shall survive for a period of three (3) years following the date hereof.

Section 5.2. Conduct of Business. During the period from the date of this Agreement until the Closing or earlier termination of this Agreement, except as otherwise contemplated or permitted by, or necessary to effectuate the transactions contemplated by, this Agreement or the Ancillary Agreements, as set forth in Section 5.2 of the Seller Disclosure Schedule, as required by applicable Law, Governmental Order, existing contractual obligations or with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned), Seller shall (x) cause the Acquired Companies to conduct their respective businesses in the Ordinary Course of Business in all material respects and (y) cause each Acquired Company not to (it being understood that no act or omission with respect to the matters specifically addressed by any provisions of this clause (y) shall be deemed to be a breach of clause (x)):

(a) declare, set aside or pay any dividend or distribution (in cash, stock or otherwise) on any shares of its capital stock or other equity interest or purchase, redeem or repurchase any shares of its capital stock or other equity interest;

(b) make any other payment to, or assume any liability of, Seller or any of its Affiliates, other than (i) payments under Intercompany Agreements due and payable in accordance with the terms thereof or (ii) reflected on, reserved for on, or to be taken into

account in the preparation of, the Closing Net Worth Statement or the adjustment to the Closing Purchase Price, if any, pursuant to Section 2.3;

(c) issue, sell, pledge, transfer, dispose of or encumber any shares of its capital stock or other equity interest or securities exercisable or convertible into, or exchangeable or redeemable for, any such shares or other equity interest, or any rights, warrants, options, calls or commitments to acquire any such shares or other equity interest;

(d) split, combine, subdivide or reclassify any of its capital stock or other equity interest;

(e) (i) other than in the Ordinary Course of Business, incur any indebtedness, except for indebtedness the aggregate amount of which does not exceed the amount set forth in Section 5.2(e)(i) of the Seller Disclosure Schedule or indebtedness incurred under existing Intercompany Agreements or (ii) make any loans, advances or capital contributions to, or investments in, any other Person, other than investments made in the Ordinary Course of Business in accordance with its investment policies;

(f) amend its organizational documents;

(g) other than in the Ordinary Course of Business, modify or amend in any material respect or voluntarily terminate any of the Material Contracts or waive, release or assign any material rights or claims thereunder or enter into any Contract that would have been required to be included as a Material Contract in Section 3.17(a) of the Seller Disclosure Schedule if it had been executed prior to the execution of this Agreement;

(h) other than in the Ordinary Course of Business, modify or amend in any material respect or voluntarily terminate any of the Reinsurance Agreements or waive, release or assign any material rights or claims thereunder or enter into any Contract that would have been required to be included as a Reinsurance Agreement in Section 3.22 of the Seller Disclosure Schedule if it had been executed prior to the execution of this Agreement;

(i) other than in the Ordinary Course of Business, modify or amend in any material respect or voluntarily terminate any Lease or waive, release or assign any material rights or claims thereunder or enter into any Contract that would have been required to be included as a Lease in Section 3.18(b) of the Seller Disclosure Schedule if it had been executed prior to the execution of this Agreement;

[redacted]

(k) enter into any Contract that would have been required to be included as an Intercompany Agreement in Section 3.26 of the Seller Disclosure Schedule if it had been executed prior to the execution of this Agreement;

(l) voluntarily terminate any Corporate Insurance Policy;

(m) voluntarily adopt a plan of complete or partial liquidation or rehabilitation or authorize or undertake a dissolution, rehabilitation, consolidation, restructuring, recapitalization or other reorganization;

(n) make any material change in its underwriting, claims adjustment, claim processing, claim payment, reserving or accounting practices or policies, except as required by SAP or changes in the interpretation or enforcement thereof;

(o) other than in the Ordinary Course of Business, make or change any material Tax election, settle or compromise any material Tax claim or assessment, fail to file any material Tax Return when due or surrender any right to claim a material Tax refund, offset or other reduction in Tax liability, amend any material Tax Return, consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment (other than extensions of the due date of Tax Returns filed in the Ordinary Course of Business);

(p) acquire or dispose (by merger, consolidation or acquisition or disposition of stock or other equity interest or of assets) of any Person or business or division thereof other than investments made in the Ordinary Course of Business in accordance with its investment policies;

(q) acquire or dispose of any real property other than investments made in the Ordinary Course of Business in accordance with its investment policies;

(r) [redacted]

(s) sell, assign, transfer, or license any material Intellectual Property;

(t) other than in connection with Investment Assets, cancel or compromise any material indebtedness or waive any rights relating thereto without receiving a realizable benefit of similar or greater value;

(u) incur, create, or assume any material Encumbrances, other than Permitted Encumbrances;

(v) other than in the Ordinary Course of Business, (i) grant or provide any severance or termination payments or benefits to any Current Employee, (ii) increase the compensation, bonus opportunity or other benefits of, or make any new equity awards to, any Current Employee or (iii) adopt or amend any Benefit Plan to the extent such adoption or amendment would create or increase in any liability on the part of an Acquired Company unless required by Law;

(w) pay or accrue any financial or legal advisory fees or expenses, or any incremental accountant fees or expenses, in each case incurred in connection with the transactions contemplated by this Agreement, unless (i) Seller and its Affiliates (other than the Acquired Companies) bear the financial responsibility therefor or (ii) reflected on, reserved for on, or to be taken into account in the preparation of, the Closing Net Worth Statement or the adjustment to the Closing Purchase Price, if any, pursuant to Section 2.3; or

(x) enter into any Contract with respect to any of the foregoing.

Nothing contained in this Agreement shall give Purchaser, directly or indirectly, the right to control or direct the operations of any Acquired Company prior to the Closing, and nothing contained in this Agreement shall give Seller, directly or indirectly, the right to control or direct Purchaser's or its Subsidiaries' operations prior to the Closing. Prior to the Closing, each of Seller and Purchaser shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

Section 5.3. Reasonable Best Efforts; Regulatory Matters.

(a) Subject to the terms and conditions of this Agreement, each of Purchaser and Seller shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective, as soon as practicable after the date of this Agreement, the transactions contemplated by this Agreement and the Ancillary Agreements, including (i) preparing and filing as promptly as practicable with any Governmental Authority or other third party all documentation to effect all necessary filings, applications and submissions and (ii) obtaining (and cooperating with the other party hereto in obtaining) (A) any consent, authorization, order or approval of, any exemption by, or any waiver from, any Governmental Authority and (B) the Required Approvals. Purchaser shall be solely responsible for the costs of making or obtaining any such consents, authorizations, orders, approvals, exemptions or waivers, and none of Seller, its Affiliates or the Acquired Companies shall be required to make any payment to, or accept any offset from, any Governmental Authority or third party in connection therewith unless such payment is advanced by Purchaser.

(b) Without limiting the foregoing, Purchaser and its Affiliates shall take any and all reasonable actions necessary to avoid each and every impediment under any applicable Law that may be asserted by any Governmental Authority with respect to this Agreement, the Ancillary Agreements or any other transaction contemplated hereby or thereby so as to enable the Closing to occur as promptly as practicable, including any of the following actions requested by any Governmental Authority, or reasonably necessary or appropriate to (i) obtain any consent, authorization, order or approval of, any exemption by, or any waiver from, any Governmental Authority or any Required Approval, (ii) resolve any objections that may be asserted by any Governmental Authority with respect to this Agreement, the Ancillary Agreements or any other transaction contemplated hereby or thereby, and (iii) prevent the entry of, and have

vacated, lifted, reversed or overturned, any Governmental Order that would prevent, prohibit, restrict or delay the consummation of the Closing:

(1) comply with all restrictions and conditions, if any, imposed or requested by any Governmental Authority in connection with granting any necessary consent, authorization, order or approval of, any exemption by, or any waiver from, any Governmental Authority or any Required Approval; provided, however, that notwithstanding anything contained within this Agreement to the contrary, Purchaser and its Affiliates shall not be required to accept or comply with any such restrictions or conditions that would be reasonably likely to have a material adverse effect on the business, assets, financial condition, or results of operations of the Acquired Companies (taken as a whole); and

(2) oppose fully and vigorously (1) any administrative or judicial action or proceeding that is initiated (or threatened to be initiated) challenging this Agreement, the Ancillary Agreements or the other transactions contemplated hereby or thereby, and (2) any request for, the entry of, and seek to have vacated or terminated, any Governmental Order that could restrain, prevent or delay the consummation of the Closing, including, in the case of either (1) or (2), by defending through litigation any action asserted by any Person in any court or before any Governmental Authority and vigorously pursuing all available avenues of administrative and judicial appeal.

(c) Neither Seller nor Purchaser shall, and shall cause their respective Affiliates not to, directly or indirectly (whether by merger, consolidation or otherwise), acquire, purchase, lease or license (or agree to acquire, purchase, lease or license) any business, corporation, partnership, association or other business organization or division or part thereof, or any securities or collection of assets, if doing so would reasonably be expected to: (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any consent, authorization, order or approval of, any exemption by, or any waiver from, any Governmental Authority necessary to effectuate the Closing or any Required Approval; (ii) materially increase the risk of any Governmental Authority entering a Governmental Order prohibiting the consummation of the Closing; (iii) materially increase the risk of not being able to remove any such Governmental Order on appeal or otherwise; or (iv) otherwise prevent or materially delay the consummation of the Closing.

(d) Without limiting the generality of the foregoing, (i) Purchaser will make a "Form A" filing and any similar filing required by the Governmental Authorities in Wisconsin and California as promptly as practicable, but in no event later than ten (10) Business Days from the date hereof, (ii) Purchaser will make a change of control filing for Ameriprise Agency with the Texas Department of Insurance as promptly as practicable, but in no event later than ten (10) Business Days from the date hereof, (iii) each of Purchaser and Seller shall file a notification and report form pursuant to the HSR Act with the Federal Trade Commission and the Antitrust Division of the United States

Department of Justice with respect to the transactions contemplated hereby and requesting early termination of the waiting period under the HSR Act within ten (10) Business Days after the date hereof, (iv) Purchaser will make pre-acquisition notice "Form E" filings, and related applications and filings with respect to approval or expiration of waiting periods in connection with the acquisition of control of the Company or Ameriprise Insurance as may be required under the Insurance Holding Company Act or similar Laws in any jurisdiction in which the Company or Ameriprise Insurance is licensed to transact business, as well as any applicable exemption filings therefrom, as promptly as practicable, but in no event later than ten (10) Business Days from the date hereof and (v) the parties hereto shall promptly, but in no event later than ten (10) Business Days from the date hereof, make all other filings or submissions required with respect to other Required Approvals.

(e) Notwithstanding anything in this Agreement to the contrary, in no event shall any party be required to agree to take or enter into any action which is not conditioned upon the Closing. Each of Seller and Purchaser further covenant and agree not to enter into any agreement with any Governmental Authority or other third party not to consummate the Closing, except with the prior written consent of the other party.

(f) Purchaser and Seller shall have the right to review in advance and shall be provided with a reasonable opportunity to comment on, and to the extent practicable each will consult the other on, in each case subject to applicable Law, any material filing made with, or written materials submitted to, any Governmental Authority in connection with the transactions contemplated by this Agreement or any Ancillary Agreement, and each party agrees to in good faith consider and reasonably accept comments of the other party thereon. The parties hereto agree that they will consult with each other with respect to the obtaining of all applications, filings, registrations, notifications, permits, consents, approvals, waivers and authorizations of all Governmental Authorities necessary or advisable to consummate the transactions contemplated by this Agreement or any Ancillary Agreement and each party hereto will keep the other apprised of the status of such matters. The party hereto responsible for any such action shall promptly deliver to the other party hereto evidence of the filing or making of all applications, filings, registrations, notifications, permits, consents, approvals, waivers and authorizations relating thereto, and any supplement, amendment or item of additional information in connection therewith.

(g) Purchaser and Seller shall (i) furnish each other and, upon request, any Governmental Authority, any information or documentation concerning themselves, their Affiliates, directors, officers and securityholders and the transactions contemplated hereunder or under the Ancillary Agreements and such other matters as may be requested, and (ii) make available their respective personnel and advisers to each other and, upon request, any Governmental Authority, in connection with (A) the preparation of any statement, filing, notice or application made by or on their behalf to, or (B) any review or approval process by, any Governmental Authority in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

(h) Purchaser and Seller shall promptly advise each other upon receiving any communication from any Governmental Authority whose consent or approval is required for consummation of the transactions contemplated by this Agreement and the Ancillary Agreements relating to the transactions contemplated by this Agreement and the Ancillary Agreements, including promptly furnishing each other copies thereof and, in the future email correspondence, copying the other party on a current basis, and shall promptly advise each other when any such communication causes such party hereto to believe that there is a reasonable likelihood that any Required Approval will not be obtained or that the receipt of any such approval will be materially delayed or conditioned.

(i) Except with respect to Taxes, none of Purchaser, on the one hand, or Seller or any Acquired Company, on the other hand, shall participate or permit any of their officers or any other representatives or agents to participate in any live or telephonic meeting, discussion or conversation with any Governmental Authority in respect of any filings, approval process, investigation or other inquiry (other than for routine or ministerial matters) relating to the transactions contemplated by this Agreement or the Ancillary Agreements unless it consults with the other in advance to the extent it is reasonably practicable to do so; provided, that if a party does not attend and participate therein, the other party shall promptly provide an accurate and complete summary of any such meeting, discussion or conversation to such party.

Section 5.4. Tax Matters.

(a) Transfer Taxes. Purchaser and Seller shall each economically bear, and indemnify the other for, 50% of all Transfer Taxes, if any, arising out of or in connection with the transactions contemplated by this Agreement (but for this purpose, excluding any transfer pursuant to Section 5.12). All such Transfer Taxes, if any, shall be timely paid, and any related Tax Returns timely filed, by the party required to pay for such Taxes, and file such Tax Returns, under applicable Law. Each of Purchaser and Seller shall reasonably cooperate in preparing and filing when due all necessary documentation and Tax Returns with respect to such Transfer Taxes and shall execute and deliver all instruments and certificates reasonably required to obtain the benefit of any available exemptions from or reduction in any such Transfer Taxes or to enable the other party to comply with any filing requirements relating to any such Transfer Taxes.

(b) Tax Returns. Except as otherwise provided in Section 5.4(a):

(i) Seller shall prepare and file (or cause to be prepared and filed) all Tax Returns of the Acquired Companies required to be filed by the Acquired Companies for taxable periods ending on or before, and due after, the Closing Date, and all such Tax Returns shall be prepared in accordance with applicable Law and in a manner consistent with the prior practice of the Acquired Companies to the extent consistent with applicable Law. Seller shall provide drafts of each such Tax Return to Purchaser for Purchaser's review and comment at least thirty (30) days (or in the case of non-income Tax Returns, fifteen (15) days) prior to the due date for filing such Tax Return (including any applicable

extensions). Seller shall incorporate all reasonable comments to such Tax Returns made in writing by Purchaser. Seller shall pay all Taxes shown to be due on such Tax Returns (except to the extent such Taxes have been reflected or accrued or reserved for on the Closing Net Worth Statement or otherwise taken into account in the preparation of the Closing Net Worth Statement or the adjustment to the Closing Purchase Price, if any, pursuant to Section 2.3).

(ii) Purchaser shall prepare and file (or cause to be prepared and filed) all Tax Returns of the Acquired Companies for any Straddle Periods. Purchaser shall provide drafts of each such Tax Return to Seller for Seller's review and comment at least thirty (30) days (or in the case of non-income Tax Returns, fifteen (15) days) prior to the due date for filing such Tax Return (including any applicable extensions). Purchaser shall incorporate all reasonable comments to such Tax Returns made in writing by Seller. Seller shall pay to Purchaser the amount of the Seller's share of Taxes with respect to such Tax Returns, as determined under Section 5.4(c), within five (5) days of the filing of such Tax Returns (except to the extent such Taxes have been reflected or accrued or reserved for on the Closing Net Worth Statement or otherwise taken into account in the preparation of the Closing Net Worth Statement or the adjustment to the Closing Purchase Price, if any, pursuant to Section 2.3).

(c) Straddle Period. In the case of Taxes that are payable with respect to a taxable period that begins on or before and ends after the Closing Date (each such period, a "Straddle Period"), the portion of any such Taxes that are treated as Taxes for a Pre-Closing Tax Period for purposes of this Agreement shall be (1) in the case of Taxes (i) based upon, or related to, income, receipts, profits, wages, capital or net worth, (ii) imposed in connection with the sale, transfer or assignment of property, or (iii) required to be withheld, deemed equal to the amount which would be payable if the taxable year ended with the Closing Date; and (2) in the case of other Taxes, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

(d) Assistance and Cooperation. After the Closing, Purchaser and Seller shall (and shall cause their respective Affiliates to) reasonably cooperate with respect to the preparing of any Tax Returns (including the preparation of any Tax Returns pursuant to Section 5.4(b)) and for any audits of, or disputes with any Governmental Authority. Such cooperation shall include the retention of all Books and Records with respect to Tax matters pertinent to the Acquired Companies relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Purchaser or Seller, any extensions thereof) of the respective taxable periods, abiding by all record retention agreements entered into with any taxing authority, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Purchaser and Seller further agree, upon request, to use their best efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to

mitigate, reduce or eliminate any Tax that could be imposed (including, with respect to the transactions contemplated hereby).

(e) Audits. Purchaser shall promptly notify Seller regarding the receipt by Purchaser or any of its Affiliates (including the Acquired Companies) of notice of any inquiries, claims, assessments, audits or similar events with respect to Taxes of an Acquired Company which is allocated to Seller or for which Seller could be liable or responsible under this Agreement (together with any related proceeding, a "Tax Proceeding"); provided, however, that failure to give such notice shall not affect the indemnification obligations of Seller unless such failure materially prejudices Seller. Seller may elect, at Seller's sole expense, to have control over the conduct of any Tax Proceeding with respect to any Tax period ending on or before the Closing Date; provided that (i) Purchaser shall have the right to participate in any such Tax Proceeding, (ii) Seller shall keep Purchaser reasonably informed of the status of developments with respect to such Tax Proceeding, (iii) Seller shall not settle, discharge, or otherwise dispose of any such Tax Proceeding without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed). Purchaser shall have control over the conduct of any Tax Proceeding with respect to any Straddle Period; provided that (i) Seller shall have the right to participate in any such Tax Proceeding at Seller's sole expense, and (ii) Purchaser and the Acquired Companies shall not settle, discharge, or otherwise dispose of any such Tax Proceeding without the prior written consent of Seller (which consent shall not be unreasonably withheld, conditioned or delayed). To the extent the provisions of this Section 5.4(e) conflict with Section 7.4, the provisions of this Section 5.4(e) shall control.

(f) Section 338(h)(10) Election. Seller and Purchaser shall join in making an election under Section 338(h)(10) of the Code (and any corresponding elections under state, local, or non-U.S. Law) (collectively, the "Section 338(h)(10) Election") with respect to the purchase and sale of the Shares and any of its Subsidiaries hereunder. Within one-hundred twenty (120) days following the Closing Date, Purchaser shall deliver to Seller a proposed allocation, for Tax purposes, of the Total Purchase Price and liabilities assumed by Purchaser (plus other relevant items) among the assets of the Acquired Companies in accordance with Sections 338 and 1060 of the Code ("Allocation Schedule"). The draft Allocation Schedule shall be deemed final unless, within thirty (30) days after delivery thereof, Seller notifies Purchaser in writing that Seller objects to the draft Allocation Schedule. Purchaser and Seller shall negotiate in good faith to resolve any dispute with respect to the draft Allocation Schedule. Any disputes Purchaser and Seller are unable to resolve shall be resolved by the Independent Accountant in accordance with Section 2.3(b). Purchaser and Seller will file IRS Form 8023 and Form 8883 and any other state, local, or non-U.S. forms required for the Section 338(h)(10) Election in accordance with the Allocation Schedule. The parties agree not to take any position inconsistent with the Allocation Schedule for Tax reporting purposes unless otherwise required by a "determination" within the meaning of Section 1313 of the Code (or similar state law) to the contrary.

(g) Certain Actions. Purchaser shall not take, or cause or permit any other Person to take, without the prior written consent of Seller (which consent shall not be

unreasonably withheld, conditioned or delayed), any action with respect to any Pre-Closing Tax Period or on the Closing Date but after that Closing that could be reasonably anticipated to (i) increase Seller's or any of its Affiliates' liability for Taxes or (ii) result in, or change the character of, any income or gain that must be reported on any Tax Return filed or to be filed by Seller or any of its Affiliates (including any Tax Return filed or required to be filed by any Acquired Company for a taxable year or period beginning on or before the Closing Date), in the case of both (i) and (ii), except as otherwise required by applicable Law.

(h) Tax Refunds. Purchaser will promptly pay to Seller any refunds of Taxes paid with respect to the Acquired Companies attributable to any Pre-Closing Tax Period (plus any interest received with respect thereto from any applicable Governmental Authority), net of Taxes (if any) imposed on the receipt of such refund and net of any out-of-pocket costs incurred in connection with obtaining such refund, (except to the extent such refunds of Taxes have been reflected or accrued or reserved for on the Closing Net Worth Statement or otherwise taken into account in the preparation of the Closing Net Worth Statement or the adjustment to the Closing Purchase Price, if any, pursuant to Section 2.3).

Section 5.5. Financial Statements. From the date hereof until the earlier of the termination of this Agreement and the Closing, subject to applicable Law and Governmental Orders, Seller shall cause the Acquired Companies to deliver to Purchaser copies of the following documents promptly following finalization or receipt of any such documents by Seller or the Acquired Companies: (i) monthly and quarterly management financial reports of the Company and Ameriprise Insurance prepared by the Company or Ameriprise Insurance in the Ordinary Course of Business; and (ii) to the extent Seller is not contractually restricted from doing so, actuarial opinions and reports of the type described in Section 3.25.

Section 5.6. Examination Reports and Other Regulatory Inquiries. From the date hereof until the earlier of the termination of this Agreement and the Closing, subject to applicable Law and Governmental Orders, Seller shall cause the Acquired Companies to promptly deliver to Purchaser copies of all draft, interim, preliminary and/or final examination reports and reports of investigations from any state insurance regulatory authority, received by Seller or its Subsidiaries and relating solely to the Acquired Companies, or by the Acquired Companies, after the date of this Agreement.

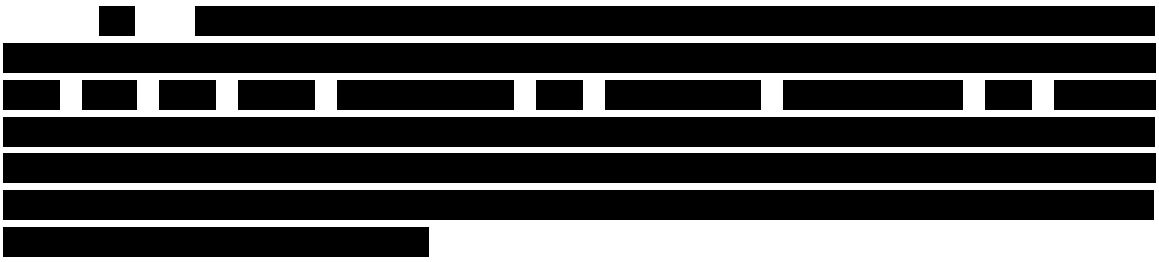
Section 5.7. Notification; Supplement to Disclosure Schedules.

(a) From the date hereof until the earlier of the termination of this Agreement and the Closing, Seller shall promptly provide Purchaser (after Seller has notice thereof) with written notice of, and keep Purchaser reasonably advised as to any pending or, to the Knowledge of Seller, threatened Action that challenges the transactions contemplated hereby. From time to time prior to the Closing, Seller shall have the right (but not the obligation) to supplement or amend the Seller Disclosure Schedule hereto with respect to any matter hereafter arising or of which it becomes aware after the date hereof (each a "Seller Schedule Supplement"). Any disclosure in any such Seller Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or

warranty. For purposes of determining the accuracy of the representations and warranties of Seller made pursuant to this Agreement, the Seller Disclosure Schedule shall be deemed to include only that information contained therein on the date hereof and shall be deemed to exclude any information contained in any Seller Schedule Supplement.

(b) From the date hereof until the earlier of the termination of this Agreement and the Closing, Purchaser shall promptly provide Seller (after Purchaser has notice thereof) with written notice of, and keep Seller reasonably advised as to any pending or, to the Knowledge of Purchaser, threatened Action that challenges the transactions contemplated hereby. From time to time prior to the Closing, Purchaser shall have the right (but not the obligation) to supplement or amend the Purchaser Disclosure Schedules hereto with respect to any matter hereafter arising or of which it becomes aware after the date hereof (each a "Purchaser Schedule Supplement"). Any disclosure in any such Purchaser Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty. For purposes of determining the accuracy of the representations and warranties of Purchaser made pursuant to this Agreement, the Purchaser Disclosure Schedule shall be deemed to include only that information contained therein on the date hereof and shall be deemed to exclude any information contained in any Purchaser Schedule Supplement.

Section 5.8. Employee Matters.



(d) [redacted], (x) each Acquired Company shall cease to participate in all employee benefit plans and policies sponsored or maintained by Seller and its Affiliates (other than the Acquired Companies) in accordance with the terms of such employee benefit plans and policies, and (y) all Current Employees shall cease to accrue further benefits under the employee benefit plans and policies sponsored or maintained by Seller and its Affiliates (other than the Acquired Companies). Effective as of the later of the Closing Date or the date the HR Conversion is achieved, (A) each Current Employee shall commence participation in the employee benefit plans and policies sponsored and maintained by Purchaser or any of its Affiliates, and (B) Purchaser shall, or shall cause the Acquired Companies to, provide the Current Employees with coverage under a group health plan within the meaning of Section 4980B of the Code, including medical, dental and health coverage. [redacted] Seller shall use reasonable best efforts to provide the Purchaser (or its designee) such information as Purchaser reasonably requests and as is reasonably required so that Purchaser may comply with the provisions hereof.

[redacted]

[redacted]

(h) Nothing in this Agreement shall be construed to confer on any Person, other than the parties hereto, their successors and permitted assigns, any right to enforce the provisions of this Section 5.8 or be construed as an amendment of any Benefit Plan or any employee benefit plan maintained by Purchaser or its Affiliates.

[redacted]

Section 5.10. Intercompany Agreements and Accounts. Except as otherwise provided in this Agreement or set forth on Section 5.10 of the Seller Disclosure Schedule [redacted]

(a) all Intercompany Agreements shall be terminated and discharged without any further liability or obligation thereunder (other than any liability or obligations that survive in accordance with the terms of any such Intercompany Agreement) and deemed to be void and of no further force and effect, effective immediately prior to the Closing; and

(b) Seller shall, and shall cause its Affiliates to, take such action and make such cash payments as may be necessary so that as of the Net Worth Statement Time, the Acquired Companies, on the one hand, and Seller and its Affiliates (other than the Acquired Companies), on the other hand, settle, discharge, offset, pay, repay, terminate or extinguish in full all Intercompany Accounts in cash.

Section 5.11. Resignations. Seller shall cause the officers and directors of each of the Acquired Companies, to the extent specified in writing by Purchaser at least three (3) Business Days prior to the Closing Date, to resign such position or positions, effective as of the Closing (the "Resignations").

Section 5.12. Transfer of Assets.

(a) Prior to the Closing, Seller shall or shall cause its Affiliates to transfer free and clear of all Encumbrances, except Permitted Encumbrances, to the extent necessary to ensure that they are in the possession of Seller or its Affiliates (other than the Acquired Companies) at the Closing: (i) the operating assets primarily used in the business of Seller or an Affiliate of Seller (other than the Acquired Companies) listed in Section 5.12(a)(i) of the Seller Disclosure Schedule; and (ii) the Contracts to which an Acquired Company is a party listed on Section 5.12(a)(ii) of the Seller Disclosure Schedule.

(b) Prior to the Closing, Seller shall or shall cause its Affiliates to transfer free and clear of all Encumbrances, except Permitted Encumbrances, to the extent necessary to ensure that they are in the possession of the Acquired Companies at the Closing: (i) the operating assets primarily used in the business of the Acquired Companies listed in Section 5.12(b)(i) of the Seller Disclosure Schedule; and (ii) the Contracts to which Seller or an Affiliate of Seller (other than the Acquired Companies) is a party listed on Section 5.12(b)(ii) of the Seller Disclosure Schedule.

Section 5.13. Insurance. [redacted] years following the Closing, Seller shall or shall cause its Subsidiaries to, renew and otherwise keep in full force and effect any Corporate Insurance Policies that provide claims-made liability insurance coverage and which afforded coverage to the Acquired Companies as of the date hereof, with substantially the same limits of liability and materially the same terms and conditions as were afforded to the Acquired Companies as of the date hereof (including through the purchase of one or more "tail" insurance policies). During such [redacted] Seller shall not, and shall cause its Subsidiaries not to, take any actions whose primary purpose is to eliminate or reduce (other than due to a

reduction in the limits of liability from claims filed by the Seller or its Subsidiaries) coverage for the Acquired Companies under any Corporate Insurance Policies. Additionally, during such period of six (6) years, Purchaser may cause the Acquired Companies to make claims against any Corporate Insurance Policies, in each case, solely with respect to acts, errors, omissions, events or circumstances relating to the Acquired Companies that occurred, took place or existed prior to the Closing. Notwithstanding the foregoing: [redacted] and (b) this Section 5.13 shall cease to apply in the event that Purchaser ceases to directly or indirectly own 100% of the outstanding capital stock of the Acquired Companies. The Acquired Companies shall not be entitled to make claims against any Corporate Insurance Policies unless it has given to Seller a written claim notice relating to such claim. Any such notice shall be given promptly (and in any event within (15) days) after Purchaser becomes aware of a claim against any Corporate Insurance Policies and shall, in order to be valid, state in reasonable detail the nature of the claim, attach copies of all material written evidence thereof received from a third party to the date of such notice and set forth the estimated amount of the losses that have been or may be sustained by the Acquired Companies relating to such claim, to the extent then reasonably estimable. The failure of Purchaser to give such notice, or a timely notice, shall not relieve Seller of its obligations under this Section 5.13, except to the extent that Seller or its Subsidiaries are prejudiced by such failure.

Section 5.14. Release of Guarantees. Prior to the Closing, Seller and Purchaser shall cooperate and shall use their respective reasonable best efforts to, effective as of the Closing, (a) terminate or cause to be terminated, or cause Purchaser or one of its Affiliates to be substituted in all respects for Seller and any of its Affiliates (other than the Acquired Companies) (collectively, the "Released Parties") in respect of all Liabilities and obligations of the Released Parties under any guarantee of or relating to Liabilities or obligations (including under any Material Contract, Contract or letter of credit) of the Acquired Companies including those listed in Section 5.14 of the Seller Disclosure Schedule ("Guarantees"), and (b) cause Purchaser or one of its Affiliates to have surety bonds (and any necessary collateral, indemnity or other agreements associated therewith) issued on behalf of Purchaser or one of its Affiliates in replacement of all surety bonds (and all collateral, indemnity and other agreements associated therewith) issued on behalf of the Released Parties for the benefit of the Acquired Companies (the "Surety Bonds"). In the case of the failure to do so by the Closing, then, Seller and Purchaser shall continue to cooperate and use their respective reasonable best efforts as described in the preceding sentence, and Purchaser shall (i) obtain a letter of credit on behalf of Purchaser or one of its Affiliates, (ii) indemnify the Released Parties for any and all Liabilities or obligations (including any payments, reimbursements or expenses) arising from such Guarantees and Surety Bonds and (iii) not permit the Acquired Companies or their Affiliates to (A) renew or extend the term of or (B) increase its obligations under, or transfer to another third party, any Material Contract, Contract or letter of credit or other liability or obligation for which any Released Party is or would reasonably be likely to be liable under such Guarantee or Surety Bond. To the extent that any Released Party has performance obligations under any such Guarantee or Surety Bond, Purchaser shall use its reasonable best efforts to (I) fully perform or cause to be fully performed such obligations on behalf of such Released Party or (II) otherwise take such action as reasonably requested by Seller so as to place such Released Party in the same position as if Purchaser, and not such Released Party, had performed or were performing such obligations.

Section 5.15. Non-Competition.

(a) For a period of three (3) years from the Closing Date, without the prior written consent of Purchaser, none of Seller or any of its Subsidiaries shall engage in the underwriting or reinsurance of automobile, home and umbrella insurance policies in the United States as conducted by the Acquired Companies as of the date hereof (the "Competing Business"). Notwithstanding the foregoing, Seller and its Affiliates shall not be prohibited or restricted from:

(i) making investments in the Ordinary Course of Business, including in a general or separate account of an insurance company, in Persons engaging in a Competing Business, provided that each such investment is a passive investment where none of Seller or any of its Affiliates (A) intends to or has the right to influence or direct the operation or management of any such entity or (B) is a participant with any other Person in any group with such intention or right;

(ii) selling, leasing or licensing any of its assets or businesses to a Person engaged in a Competing Business;

(iii) entering into any Contract with respect to an affinity distribution channel for any purposes not related to a Competing Business;

(iv) selling and/or underwriting insurance as well as all services and products relating thereto, other than insurance products and services comprising the Competing Business;

(v) acquiring any business that includes operations the conduct of which by Seller would, but for this Section 5.15(a)(v), otherwise violate the restrictions of this Section 5.15(a), if the Competing Business comprises less than twenty-five percent (25%) of the assets, earnings and cash flow of the acquired business for its most recent fiscal year;

(vi) acquiring not more than ten percent (10%) of the total issued and outstanding equity interests of any Person engaging in a Competing Business as a result of the exercise of contractual remedies by Seller or any of its current or future Affiliates as the holder of a debt instrument;

(vii) entering into any captive or other insurance or reinsurance arrangements between or among Seller or any of its Affiliates;

(viii) providing investment management or similar services to Seller or its Affiliates or any non-affiliated third party; and

(ix) taking any action contemplated by this Agreement or the Ancillary Agreements.

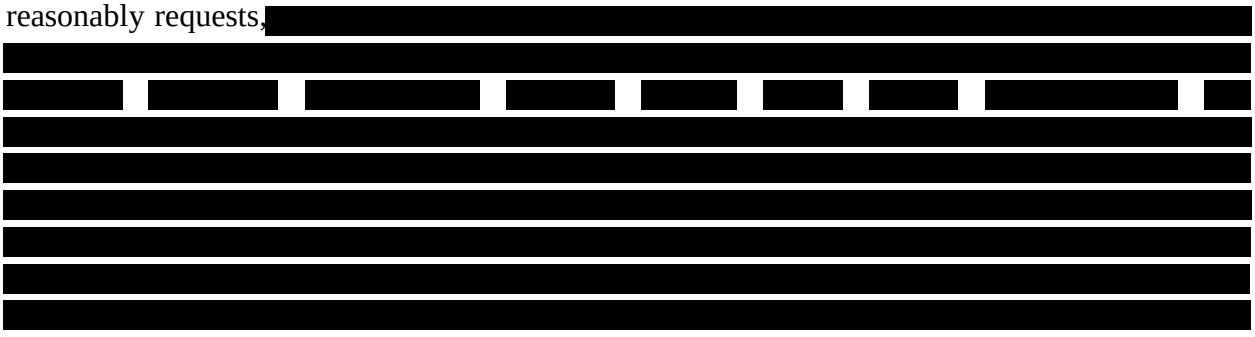
(b) Notwithstanding anything to the contrary contained herein, this Section 5.15: (i) shall cease to apply to any Person from and after such time as such Person

ceases to be a Subsidiary of Seller; (ii) shall not apply to any Person that purchases or receives assets, operations or a business from Seller or one of its Subsidiaries, so long as such Person is not a Subsidiary of Seller after such transaction is consummated; (iii) shall cease to apply if a controlling interest in Seller or all or substantially all of its assets are sold to, or Seller merges with or into, a Person that was not, immediately prior thereto, an Affiliate of Seller; and (iv) shall cease to apply in the event that Purchaser ceases to directly or indirectly own 100% of the outstanding capital stock of the Acquired Companies.

Section 5.16. Non-Solicitation. For a period of three (3) years from the Closing Date, without the prior written consent of Purchaser, none of Seller or any of its Subsidiaries shall solicit any Current Employee for employment as an employee; provided, however, that nothing in this Section 5.16 shall prohibit Seller or any of its Subsidiaries from soliciting any Current Employee for employment as an employee who has been terminated by Purchaser or its Affiliates (including the Acquired Companies at or following the Closing) following the Closing. The restrictions on soliciting set forth in this Section 5.16 shall not be deemed violated by virtue of general advertisements, searches or other broad-based hiring methods not specifically targeted or directed to Current Employees. Notwithstanding anything to the contrary contained herein, this Section 5.16 shall cease to apply in the event that Purchaser ceases to directly or indirectly own 100% of the outstanding capital stock of the Acquired Companies.

Section 5.17. Exclusive Dealing. During the period from the date of this Agreement through the Closing or the earlier termination of this Agreement, neither the Seller, nor any of its Seller Representatives will: (i) engage or participate in, solicit, initiate or encourage any bids or indications of interest for the acquisition or purchase of all or a substantial portion of the assets, or a majority of the equity securities of, any of the Acquired Companies (a "Competing Transaction"); (ii) participate in any discussions or negotiations with any other third parties regarding any Competing Transaction; or (iii) enter into any agreement, arrangement or understanding conflicting with, or requiring it to abandon or terminate or fail to consummate the transactions contemplated by this Agreement. In addition, the Seller will and will cause Seller Representatives to immediately cease all discussions or negotiations now pending, if any, with other parties relating to any Competing Transaction.

Section 5.18. HR Conversion. Purchaser shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to achieve the HR Conversion as soon as practicable after the date of this Agreement. Seller shall use reasonable best efforts to provide such consultation and support for the HR Conversion as Purchaser reasonably requests.



[redacted]. Purchaser shall keep Seller informed in reasonable detail with respect to the status of the HR Conversion, and shall respond to any inquiry from Seller with respect to the status of the HR Conversion promptly and always within two (2) Business Days. Purchaser shall promptly notify Seller when the HR Conversion has been achieved.

ARTICLE VI
Conditions to Closing

Section 6.1. Conditions to the Obligations of Purchaser and Seller. The obligations of the parties hereto to effect the Closing are subject to the satisfaction (or waiver by each party hereto) as of the Closing of the following conditions:

(a) No Injunction or Prohibition. No Governmental Authority of competent jurisdiction shall have enacted, enforced or entered any Law or Governmental Order that is in effect on the Closing Date and prohibits the consummation of the Closing.

(b) Required Approvals. All Required Approvals shall have been obtained or any waiting period applicable thereto shall have been terminated or otherwise expired.

Section 6.2. Conditions to the Obligations of Purchaser. The obligation of Purchaser to effect the Closing is subject to the satisfaction (or waiver by Purchaser) as of the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller set forth in Article III shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except to the extent they refer to another date, in which case they shall be true and correct as though made on and as of such other date as may be qualified below); provided, however, that for purposes of determining the satisfaction of this condition, no effect shall be given to any exception or qualification in such representations and warranties relating to "material," "materiality" or "Company Material Adverse Effect" (other than those set forth in Section 3.9(b)); provided further, however, that for purposes of determining the satisfaction of this condition, such representations and warranties (other than those set forth in the Seller Fundamental Representations, which shall be true and correct in all material respects) shall be deemed to be true and correct in all respects unless the failure or failures of any such representations and warranties to be so true and correct would, individually or in the aggregate, have a Company Material Adverse Effect. Purchaser shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Seller.

(b) Covenants. The covenants and agreements of Seller set forth in this Agreement to be performed or complied with at or prior to the Closing shall have been materially performed or complied. Purchaser shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Seller.

(c) Material Adverse Effect. No effect, change, event, or occurrence shall have occurred that has had, or is reasonably likely to have, a Company Material Adverse Effect. Purchaser shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Seller.

[redacted]

Section 6.3. Conditions to the Obligations of Seller. The obligations of Seller to effect the Closing are subject to the satisfaction (or waiver by Seller) as of the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Purchaser set forth in Article IV shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except to the extent they refer to another date, in which case they shall be true and correct as though made on and as of such other date as may be qualified below); provided, however, that for purposes of determining the satisfaction of this condition, no effect shall be given to any exception or qualification in such representations and warranties relating to "material," "materiality" or "Purchaser Material Adverse Effect" (other than those set forth in the final sentence of Section 4.6); provided further, however, that for purposes of determining the satisfaction of this condition, such representations and warranties (other than those set forth in the Purchaser Fundamental Representations, which shall be true and correct in all material respects) shall be deemed to be true and correct in all respects unless the failure or failures of any such representations and warranties to be so true and correct would, individually or in the aggregate, have a Purchaser Material Adverse Effect. Seller shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Purchaser.

(b) Covenants. The covenants and agreements of Purchaser set forth in this Agreement to be performed or complied with at or prior to the Closing shall have been materially performed or complied. Seller shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Purchaser.

ARTICLE VII

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE VIII
Termination

Section 8.1. Termination. This Agreement may be terminated, and the transactions contemplated hereby abandoned, at any time prior to the Closing as follows:

(a) by mutual written consent of Purchaser and Seller;

(b) at the election of Seller or Purchaser, if the Closing has not occurred on or before March 31, 2020 (the "Outside Date") unless the absence of such occurrence shall be due to the failure of the party seeking to terminate this Agreement (or any of its Affiliates) materially to perform its obligations under this Agreement required to be performed by it on or prior to the Outside Date;

(c) by Seller or Purchaser if there shall be in effect a final, nonappealable Governmental Order of a Governmental Authority having competent jurisdiction over the business of the Company and its Subsidiaries prohibiting the consummation of the Closing, it being agreed that Seller and Purchaser shall use their reasonable best efforts to promptly appeal any adverse determination that is appealable and diligently pursue such appeal subject to the terms and conditions herein; provided that the right to terminate this Agreement pursuant to this Section 8.1(c) shall not be available to any party seeking to terminate whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or prior to the date of such termination;

(d) by Purchaser if there has been a breach by Seller of any of its representations, warranties, covenants or agreements set forth in this Agreement which breach would result in, if occurring or continuing as of the Closing, the failure of a condition set forth in Sections 6.1 or 6.2, and such breach is not capable of being remedied prior to the Outside Date;

(e) by Seller if there has been a breach by Purchaser of any of its representations, warranties, covenants or agreements set forth in this Agreement which breach would result in, if occurring or continuing as of the Closing, the failure of a condition set forth in Sections 6.1 or 6.3, and such breach is not capable of being remedied prior to the Outside Date;

(f) by Seller if (i) all the conditions set forth in Section 6.1 and Section 6.2 have been satisfied (and continue to be satisfied) or irrevocably waived (other than those conditions that by their terms are to be satisfied at the Closing, each of which shall be capable of being satisfied if the Closing Date were the date that notice of termination is delivered by Seller to Purchaser) and (ii) Purchaser does not affect the Closing within two (2) Business Days of the day the Closing is required to occur pursuant to Section 2.2; or

(g) by Purchaser if (i) all the conditions set forth in Section 6.1 and Section 6.3 have been satisfied (and continue to be satisfied) or irrevocably waived (other than those conditions that by their terms are to be satisfied at the Closing, each of which shall be capable of being satisfied if the Closing Date were the date that notice of termination is delivered by Purchaser to Seller) and (ii) Seller does not affect the Closing within two (2) Business Days of the day the Closing is required to occur pursuant to Section 2.2.

Section 8.2. Procedure Upon Termination. In the event of termination and abandonment by Seller or Purchaser, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other party hereto, and this Agreement shall terminate, without further action by Seller or Purchaser.

Section 8.3. Effect of Termination. If this Agreement is terminated in accordance with Section 8.1, this Agreement shall thereafter become void and have no effect, and neither party hereto shall have any liability to the other party hereto or such other party's Affiliates, directors, officers, shareholders, partners, agents or employees in connection with this Agreement, except that (a) the obligations of the parties hereto contained in the Confidentiality Agreement and in this Section 8.3 and in Article IX shall survive and (b) termination will not relieve either party hereto from liability for any Willful Breach of this Agreement (it being acknowledged and agreed by the parties that the failure to consummate the transactions contemplated hereunder by any party that was otherwise obligated to do so under the terms of this Agreement shall be deemed to be a Willful Breach) or Fraud by that party prior to such termination.

ARTICLE IX
Miscellaneous

Section 9.1. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with

written confirmation of receipt by other than automatic means, whether electronic or otherwise), (b) when sent by facsimile or email (with written confirmation of transmission) or (c) one (1) Business Day following the day sent by an internationally recognized overnight courier (with written confirmation of receipt), in each case, at the following addresses, facsimile numbers and email addresses (or to such other address, facsimile number or email address as a party may have specified by notice given to the other party pursuant to this provision):

to Seller:

Ameriprise Financial, Inc.
5223 Ameriprise Financial Center
Minneapolis, Minnesota 55474
Facsimile: (612) 678-0081
Email: karen.wilson.thissen@ampf.com
Attention: Karen Wilson Thissen

with a copy (which shall not constitute notice to Seller for the purposes of this Section 9.1) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Facsimile: (917) 777-3714
Email: Todd.Freed@skadden.com
Attention: Todd E. Freed, Esq.

to Purchaser:

AmFam, Inc.
6000 American Parkway
Madison, Wisconsin 53783-001
Email: dholman@amfam.com
Attention: David C. Holman, Chief Strategy Officer

with a copy (which shall not constitute notice to Purchaser for the purposes of this Section 9.1) to:

Foley & Lardner LLP
150 E. Gilman Street, Suite 4000
Madison, Wisconsin 537303
Facsimile: (608) 258-4258
Email: aross@foley.com
Attention: Anne E. Ross

Section 9.2. Amendment; Modification and Waiver. Any provision of this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment, by the parties hereto, or in the case of a waiver, by the party hereto against whom the waiver is to be effective. No failure or delay by

any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.3. Assignment. Neither this Agreement nor any of the rights, interests or obligations under it may be directly or indirectly assigned, delegated, sublicensed or transferred by either of the parties hereto, in whole or in part, to any other Person (including any bankruptcy trustee) by operation of law or otherwise, whether voluntarily or involuntarily, without the prior written consent of the other party, and any attempted or purported assignment in violation of this Section 9.3 will be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 9.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for the Confidentiality Agreement which will remain in full force and effect until the Closing.

Section 9.5. No Third Party Beneficiaries. Except as otherwise set forth in Section 9.14, nothing expressed or implied in this Agreement is intended to confer any rights, benefits, remedies, obligations or Liabilities upon any Person other than the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 9.6. Public Disclosure. The parties hereto shall agree on the form and content of any initial press release and, except with the prior written consent of the other party hereto (which consent shall not be unreasonably withheld, delayed or conditioned), shall not issue any other press release or other public statement or communication with respect to this Agreement, the Ancillary Agreements or the transactions contemplated hereby and thereby; provided that the parties hereto may, without the prior written consent of the other party hereto, issue such communication or make such public statement (a) as may be required by applicable Law or stock exchange rules and, if practicable under the circumstances, after reasonable prior consultation with the other party hereto, or (b) to enforce its rights or remedies under this Agreement or any Ancillary Agreement.

Section 9.7. No Other Representations and Warranties; Due Investigation.

(a) Except for the representations and warranties contained in Article III, none of Seller or its Affiliates, nor any of its or their respective directors, officers, employees, agents or representatives, makes or has made, and none of Purchaser or its Affiliates, nor any of its or their respective directors, officers, employees, agents or representatives relies or has relied upon, any other representation or warranty on behalf of Seller or otherwise in respect of the Acquired Companies, including as to the accuracy or completeness of any information (including any projections, estimates or other forward-looking information) provided (including set forth in the Electronic Data Room, or provided in any management presentations, information memoranda, supplemental information or other materials) or otherwise made available by or on behalf of Seller or

as to the probable success or profitability of the Acquired Companies. Seller expressly disclaims, and Purchaser expressly disclaims any reliance on, and shall cause its Affiliates, and any of its or its Affiliates respective directors, officers, employees, agents or representatives to expressly disclaim any reliance on, any and all other representations and warranties, whether express or implied. Nothing contained in this Section 9.7(a) shall be deemed to waive any claims based on Fraud.

(b) Except for the representations and warranties contained in Article IV, neither Purchaser or its Affiliates, nor any of its or their respective directors, officers, employees, agents or representatives, makes or has made, and none of Seller or its Affiliates, nor any of its or their respective directors, officers, employees, agents or representatives relies or has relied upon, any other representation or warranty on behalf of Purchaser. Purchaser expressly disclaims, and Seller expressly disclaims any reliance on, and shall cause its Affiliates, and any of its or its Affiliates respective directors, officers, employees, agents or representatives to expressly disclaim any reliance on, any and all other representations and warranties, whether express or implied. Nothing contained in this Section 9.7(b) shall be deemed to waive any claims based on Fraud.

(c) 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 Acquired Companies 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, Purchaser has relied solely upon the representations and warranties contained in Article III and its own investigation and analysis, and Purchaser acknowledges and agrees that Seller and its Affiliates and their respective directors, officers, employees, agents or representatives shall not have any liability or responsibility whatsoever to Purchaser or its Affiliates (including from and after the Closing the Acquired Companies) or any of their respective directors, officers, employees, agents or 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), to Purchaser or its Affiliates (including from and after the Closing the Acquired Companies) or any of their respective directors, officers, employees, agents or representatives, other than the representations and warranties contained in Article III and the Purchaser Indemnified Parties' corresponding right to indemnification under Section 7.3 of the Agreement.

(d) Notwithstanding anything to the contrary in this Agreement or 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, the Ancillary Agreements 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, the Ancillary Agreements or any other agreement, document or instrument to be delivered in connection herewith or therewith, in respect of (i) the adequacy or sufficiency of reserves of any Acquired Company, (ii) the effect of the

adequacy or sufficiency of reserves of any Acquired Company on any line item, asset, liability or equity amount on any financial or other document, or (iii) the collectability of any amounts under any reinsurance Contract. Furthermore, Purchaser acknowledges and agrees that no fact, condition, development or issue relating to the adequacy or sufficiency of reserves of any Acquired Company 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 contained in this Agreement or any Ancillary Agreement or any other agreement, document or instrument delivered or to be delivered in connection herewith or therewith.

Section 9.8. Expenses. Except as otherwise expressly provided in this Agreement or in any Ancillary Agreement, whether or not the transactions contemplated by this Agreement are consummated, all direct and indirect costs and expenses incurred in connection with this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be borne by the party incurring such expenses.

Section 9.9. Governing Law; Submission to Jurisdiction.

(a) This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) shall be governed by and construed in accordance with the Laws of the State of Delaware, without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction.

(b) Subject to Section 2.3(b), each of the parties hereby irrevocably and unconditionally (i) submits, for itself and its property, to the exclusive jurisdiction of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court of the United States of America sitting in the State of Delaware), and any appellate court from any decision thereof, in any Action based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or relating to any representation or warranty made in or in connection with this Agreement), or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such Action shall be heard and determined in such Delaware Court of Chancery (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court of the United States of America sitting in the State of Delaware), (ii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or relating to any representation or warranty made in or in connection with this Agreement) in the Delaware Court of Chancery, any federal court of the United States of America sitting in the State of Delaware, or in any Delaware State court, (iii) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court and (iv) agrees that a final

judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties agrees that service of process, summons, notice or document by registered mail addressed to it at the applicable address set forth in Section 9.1 shall be effective service of process for any Action brought in any such court.

Section 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISE OUT OF OR RELATED TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY THEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NEITHER THE OTHER PARTY HERETO NOR ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY HERETO UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY HERETO MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 9.10. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 9.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement, and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.

Section 9.12. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is found by a court or other Governmental Authority of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

Section 9.13. Specific Performance. The parties hereto agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached and that money damages or other legal remedies would not be an

adequate remedy for any such failure to perform or breach. It is accordingly agreed that, without posting bond or other undertaking, the parties hereto shall be entitled to injunctive or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. In the event that any such action is brought in equity to enforce the provisions of this Agreement, no party hereto will allege, and each party hereto hereby waives the defense or counterclaim, that there is an adequate remedy at law. The parties hereto further agree that (a) by seeking any remedy provided for in this Section 9.13, a party hereto shall not in any respect waive its right to seek any other form of relief that may be available to such party hereto under this Agreement and (b) nothing contained in this Section 9.13 shall require any party hereto to institute any action for (or limit such party's right to institute any action for) specific performance under this Section 9.13 before exercising any other right under this Agreement. If, prior to the Outside Date, any party hereto brings any Action in accordance with this Agreement to enforce specifically the performance of the terms and provisions hereof against any other party, the Outside Date shall be automatically extended (i) for the period during which such Action is pending, plus ten (10) Business Days or (ii) by such other time period established by the court presiding over such action on good cause shown, as the case may be.

Section 9.14. Legal Representation. Each of the parties hereby agrees that Skadden may serve and has served as counsel to Seller and its Affiliates (individually and collectively, the "Seller Group"), on the one hand, and the Acquired Companies, on the other hand, in connection with the negotiation, preparation, execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby, and that, following the Closing, Skadden may serve as counsel to any member of the Seller Group or any director, partner, officer, employee or Affiliate of any member of the Seller Group in connection with any Action arising out of this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby notwithstanding such representation, and each of the parties hereby consents thereto and waives any conflict of interest arising therefrom, and each of the parties shall procure any Affiliate thereof to consent to waive any conflict of interest arising from such representation. Purchaser agrees that, as to all communications among Skadden, the Acquired Companies, Seller and their respective Affiliates regarding the transactions contemplated by this Agreement or the Ancillary Agreements or that relate to any dispute arising out of this Agreement or the Ancillary Agreements, the expectation of client confidence and any other applicable legal privilege belongs to Seller and its Affiliates, as applicable, and may be controlled by Seller and its Affiliates and shall not pass to or be claimed by any of Purchaser or the Acquired Companies. Notwithstanding the foregoing, in the event that a dispute arises between Purchaser or any Acquired Company, on the one hand, and a third party (other than any member of the Seller Group), on the other hand, after the Closing, any Acquired Company may assert the attorney-client privilege to prevent disclosure of confidential communications by Skadden to such third party; provided, however, that such Acquired Company may not waive such privilege without the prior written consent of Seller. This Section 9.14 is for the benefit of the Seller Group and Skadden and such persons are intended third party beneficiaries of this Section 9.14.

Section 9.15. Further Assurances. Subject to the terms and conditions of this Agreement, on and after the Closing Date, upon the request of either party, the other party shall,

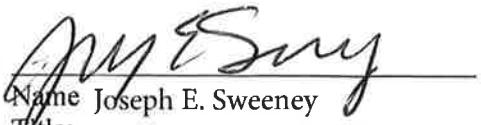
at the requesting party's expense, execute and deliver such instruments as may be reasonably requested by the requesting party in order to properly effect the transactions contemplated by this Agreement.

Section 9.16. Litigation Costs and Expenses. If any party to this Agreement institutes an Action based on Fraud, the prevailing party in a final, nonappealable Governmental Order in such Action is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled in such Action, the reasonable out-of-pocket attorneys' fees incurred by the prevailing party in conducting such Action, even if not recoverable by applicable Law.

(The remainder of this page is intentionally left blank.)

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

AMERIPRISE FINANCIAL, INC.

By: 

Name: Joseph E. Sweeney

Title: President - AWM , Products and Service Delivery

AMFAM, INC.

By: _____

Name:

Title:

(Signature Page to Stock Purchase Agreement)

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

AMERIPRISE FINANCIAL, INC.

By: _____
Name
Title:

AMFAM, INC.

By: _____
Name: Daniel J. Kelly
Title: CFO

(Signature Page to Stock Purchase Agreement)

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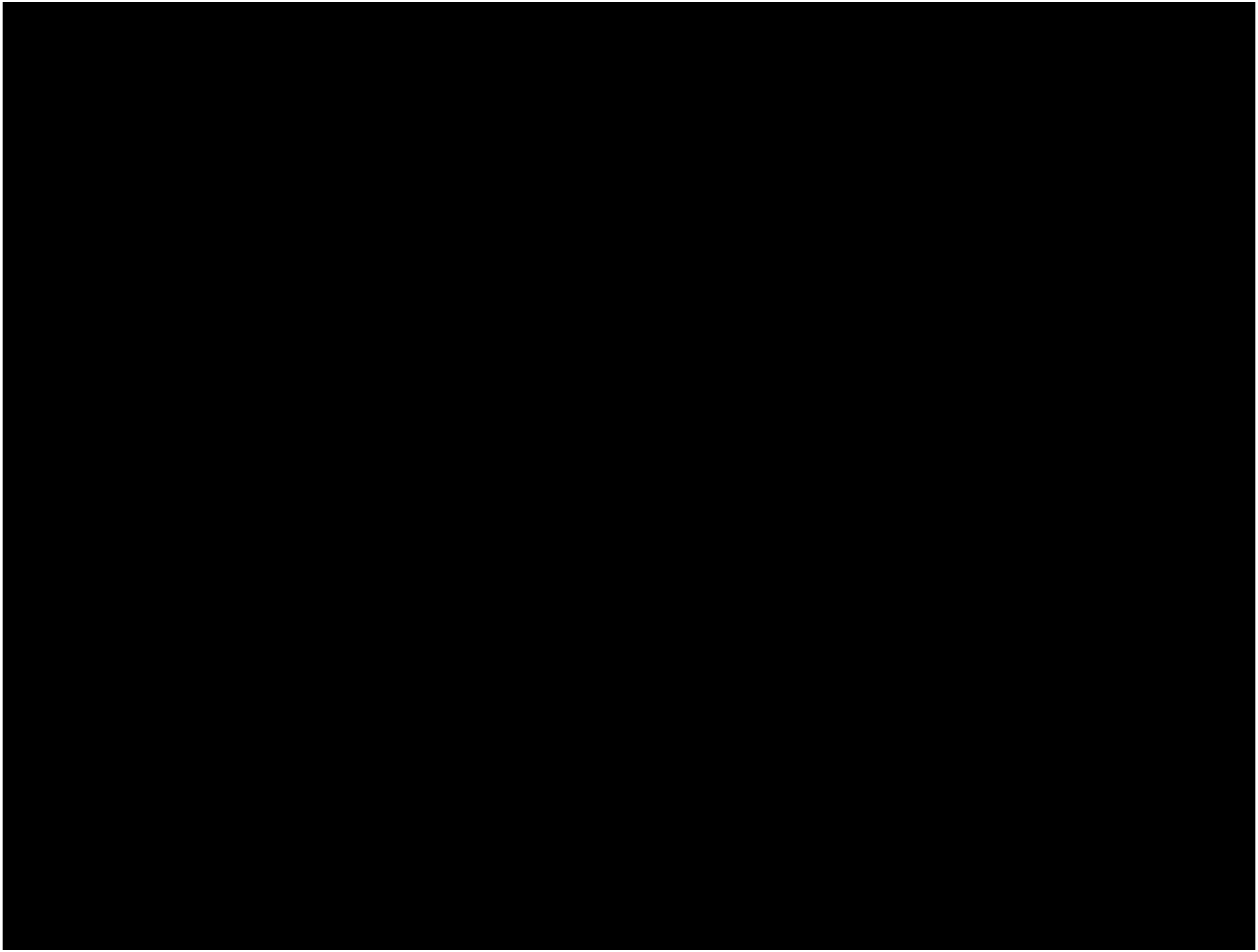

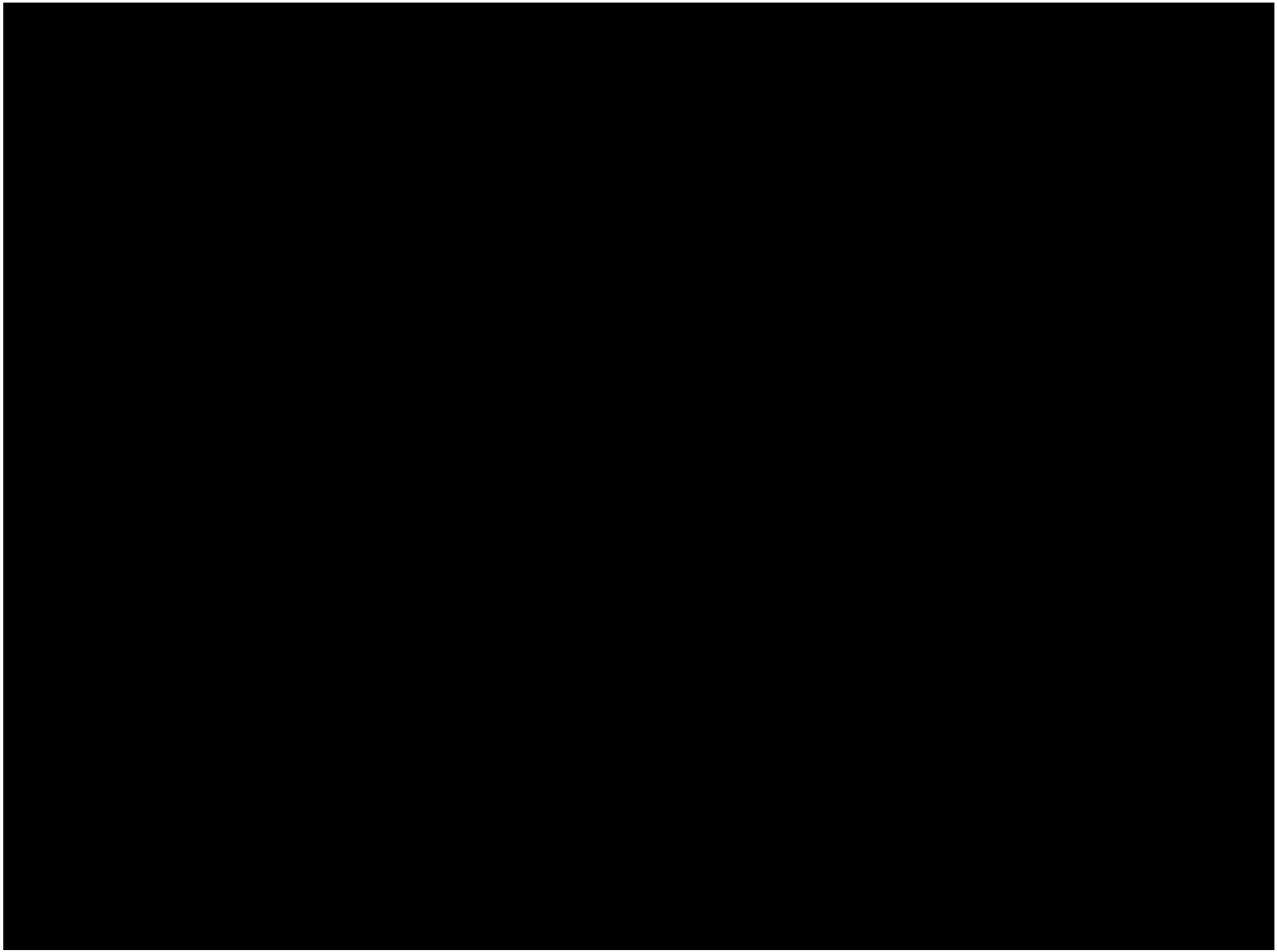

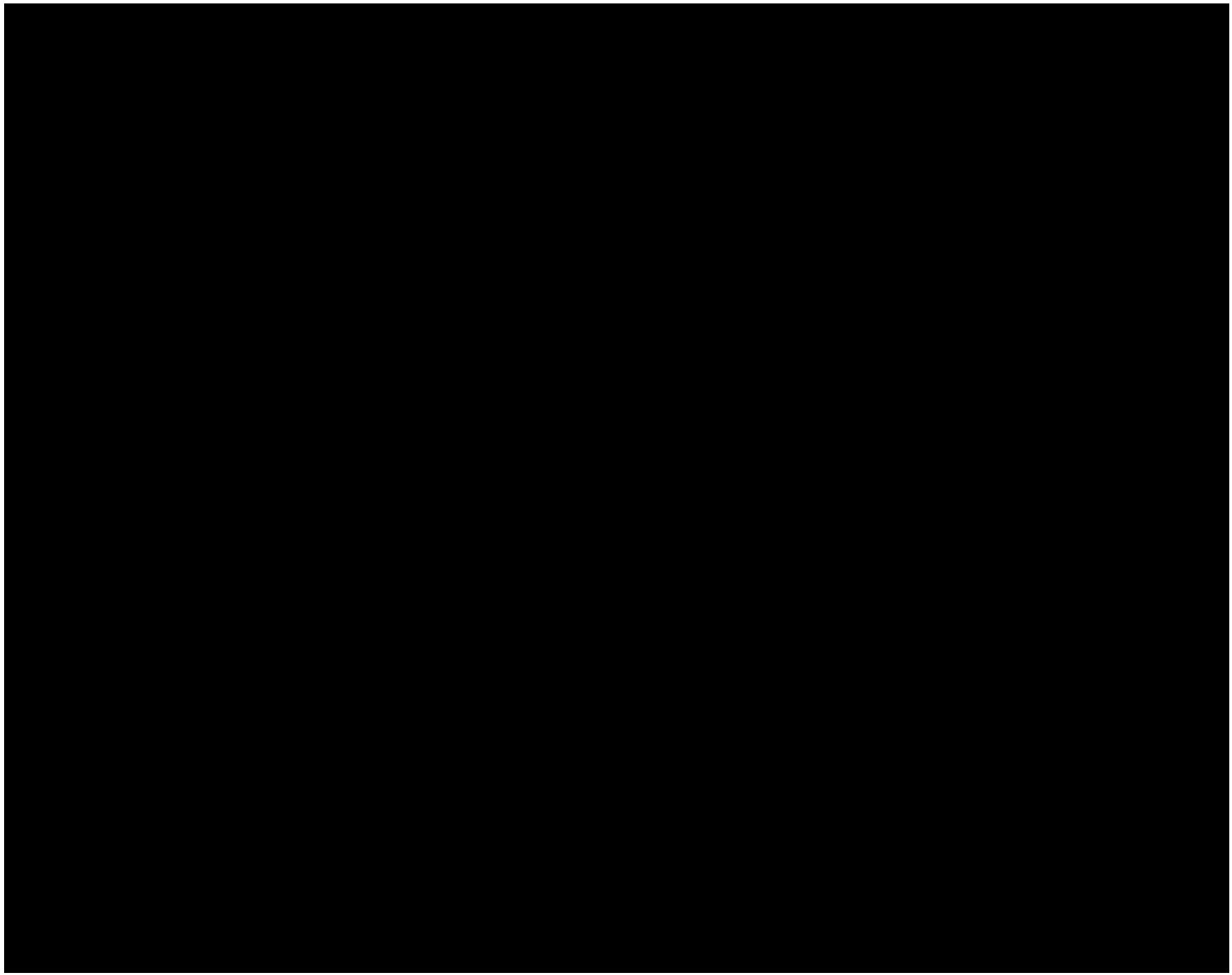

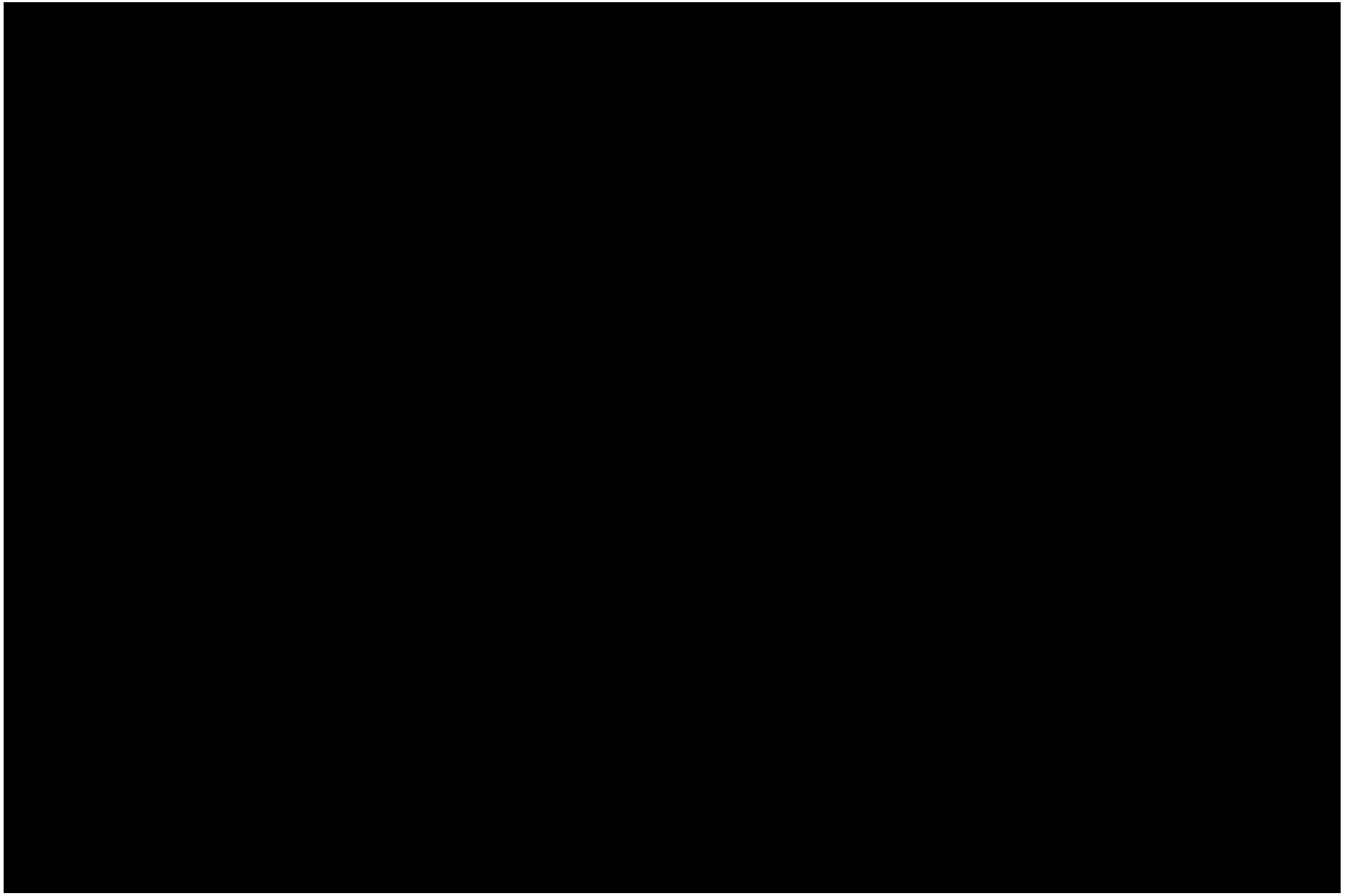

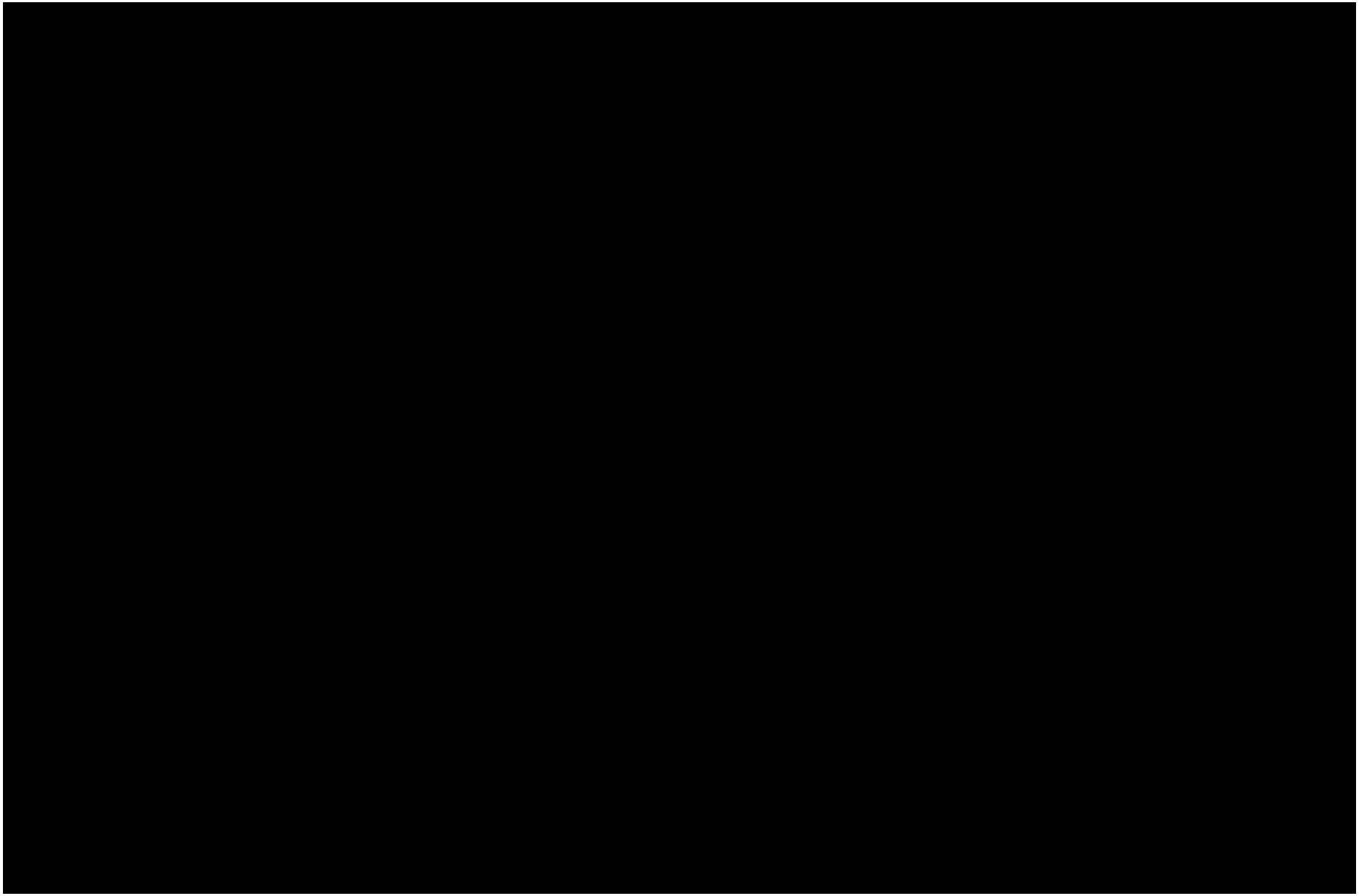

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