

AMENDED AND RESTATED FORM A

STATEMENT REGARDING THE ACQUISITION

OF CONTROL OF OR MERGER

WITH A DOMESTIC INSURER

OF

CENTURION LIFE INSURANCE COMPANY

BY

BESTOW INC.

O'BANION CAPITAL LLC

MELBOURNE O'BANION III

ABELMANN LAND & CATTLE LLC

TEMPUS FUGIT LLC

TEMPUS FUGIT TRUST

JONATHAN WILLIAM ABELMANN

VALAR GLOBAL FUND IV LP

VALAR GLOBAL PRINCIPALS FUND IV LP

VALAR FUND V LP

VALAR PRINCIPALS FUND V LP

VALAR VELOCITY FUND 2 LP

VALAR VENTURES GP IV LLC

VALAR GP V LLC

VALAR VELOCITY GP 2 LLC

JAMES FITZGERALD

and

ANDREW MCCORMACK

Filed with the Iowa Insurance Division

Dated: April 23, 2021

**Name, Title, Address and Telephone Number of Individual to Whom Notices
and Correspondence Concerning this Statement Should Be Addressed:**

Christopher P. Laia
Chief Legal Officer
750 North St. Paul Street, Suite 1900
Dallas, TX 75201
Telephone: (214) 743-4113
Email: chrisl@bestow.com

With a copy to:

Richard T. Freije
Faegre Drinker Biddle & Reath LLP
300 N. Meridian Street, Suite 2500
Indianapolis, Indiana 46204, USA
Telephone: (317) 237-1208
Facsimile: (317) 237-1000
Email: dick.freije@faegredrinker.com

Allison J. Tam
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Telephone: (212) 728-8282
Facsimile: (212) 728-9282
Email: atam@willkie.com

INTRODUCTION

This Amended and Restated Form A Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer (this “Application”), including the Exhibits hereto, is submitted to the Insurance Commissioner (the “Commissioner”) of the Iowa Insurance Division (the “Division”) by the following persons:

- Bestow Inc., a Delaware corporation (“Bestow”);
- O’Banion Capital LLC, a Texas limited liability company that owns 9.988% of the issued and outstanding voting shares of Bestow (“O’Banion Capital”);
- Melbourne O’Banion III, an individual who is a member of O’Banion Capital and who directly owns 2.636% of the issued and outstanding voting shares of Bestow;
- Abelmann Land & Cattle LLC, a Texas limited liability company that owns 7.053% of the issued and outstanding voting shares of Bestow (“Abelmann Land & Cattle”);
- Tempus Fugit LLC, a Nevada limited liability company that owns 2.351% of the issued and outstanding voting shares of Bestow (“Tempus Fugit”);
- Tempus Fugit Trust, a Texas living trust existing for estate planning purposes, which owns all of the membership interests of Tempus Fugit (“TF Trust”);
- Jonathan William Abelmann, an individual who is a member of Abelmann Land & Cattle, the trustee of the TF Trust and who directly owns 2.636% of the issued and outstanding voting shares of Bestow;
- Valar Global Fund IV LP, a Delaware limited partnership that owns 10.096% of the issued and outstanding voting shares of Bestow (“Valar Global IV”);
- Valar Global Principals Fund IV LP, a Delaware limited partnership that owns 1.576% of the issued and outstanding voting shares of Bestow (“Valar Global PF IV”);
- Valar Ventures GP IV LLC, a Delaware limited liability company that is the general partner of Valar Global IV and Valar Global PF IV (“Valar Ventures IV”);
- Valar Fund V LP, a Delaware limited partnership that owns 15.142% of the issued and outstanding voting shares of Bestow (“Valar Fund V”);
- Valar Principals Fund V LP, a Delaware limited partnership that owns 2.065% of the issued and outstanding voting shares of Bestow (“Valar PF V”);
- Valar GP V LLC, a Delaware limited liability company that is the general partner of Valar Fund V and Valar PF V (“Valar GP V”);¹
- Valar Velocity Fund 2 LP, a Delaware limited partnership that owns 6.220% of the issued and outstanding voting shares of Bestow (“Valar Velocity Fund” and, together with Valar Global IV, Valar Global PF IV, Valar Fund V and Valar PF V, the “Valar Funds”);
- Valar Velocity GP 2 LLC, a Delaware limited liability company that is the general partner of Valar Velocity Fund (“Valar Velocity LLC” and, together with Valar Ventures IV and Valar GP V, the “Valar GPs”);

¹ The Form A filing submitted to the Division on November 25, 2020 inadvertently included an incorrect name for this entity, “Valar Ventures GP V LLC”.

- James Fitzgerald, an individual who is one of the two managing members of each of the Valar GPs; and
- Andrew McCormack, an individual who is one of the two managing members of each of the Valar GPs.

O'Banion Capital and Mr. O'Banion are referred to herein as the "O'Banion Applicants". Abelmann Land & Cattle, Tempus Fugit, TF Trust and Mr. Abelmann are referred to herein as the "Abelmann Applicants". The Valar Funds, the Valar GPs and Messrs. Fitzgerald and McCormack are referred to herein as the "Valar Applicants". Bestow, the O'Banion Applicants, the Abelmann Applicants and the Valar Applicants are collectively referred to herein as the "Applicants".

The Applicants are seeking to acquire control of Centurion Life Insurance Company, an Iowa domestic insurance company (the "Domestic Insurer") (the "Proposed Acquisition"), pursuant to which Bestow is proposed to acquire 100% of the outstanding shares of capital stock of the Domestic Insurer.

All of the issued and outstanding shares of the capital stock of the Domestic Insurer (the "Shares") are currently owned by Wells Fargo Financial LLC, an Iowa limited liability company ("Seller"), a wholly owned subsidiary of Wells Fargo & Company. The Proposed Acquisition is contemplated to occur pursuant to the Stock Purchase Agreement, by and between the Seller and Bestow, dated as of November 5, 2020 (the "Stock Purchase Agreement"). A copy of the Stock Purchase Agreement is attached hereto as Exhibit A.

The Proposed Acquisition will constitute an acquisition of control of the Domestic Insurer pursuant to Iowa Code § 521A.3. The Applicants seek the approval of the Commissioner under Iowa Code § 521A.3 for the acquisition of control of the Domestic Insurer as described herein.

Item 1. INSURER AND METHOD OF ACQUISITION.

(a) Domestic Insurer

The name and address of the Domestic Insurer to which this Application relates is:

Centurion Life Insurance Company
800 Walnut Street
Des Moines, IA 50309
NAIC Company Code: 62383

(b) Method of Acquisition

The Applicants propose to effect the Proposed Acquisition pursuant to the Stock Purchase Agreement which provides that, at the closing of the transactions contemplated by the Stock Purchase Agreement (the "Closing"), subject to receipt of all required regulatory approvals (including the Commissioner's approval of this Application), Seller will sell to Bestow, and Bestow will purchase from Seller, all of the outstanding Shares of the Domestic Insurer. As a result, the Domestic Insurer will become a direct, wholly-owned subsidiary of Bestow.

Pursuant to the Stock Purchase Agreement, the purchase price payable by Bestow to Seller at the Closing for the Shares of the Domestic Insurer, will be an amount of cash equal to \$2,320,000, subject to reduction in case the Domestic Insurer has ceased to be licensed in one or more of the jurisdictions in which it is currently licensed (as further described in Section 2.2(a)(ii) of the Stock Purchase Agreement), plus an amount of cash equal to the adjusted statutory capital and surplus of the Domestic Insurer as of the Closing (after giving effect to the transactions contemplated by the Coinsurance Agreement, release of the Domestic Insurer's cash flow testing reserves, payment of the Proposed Dividend and the other transactions contemplated to occur at the Closing).

As a condition to the Closing, the Domestic Insurer will enter into a Coinsurance Agreement (the "Coinsurance Agreement") with Somerset Reinsurance Ltd., a Bermuda domiciled reinsurer that has been certified by the Commissioner as a reinsurer in the State of Iowa pursuant to Iowa Code § 521B.102 and Iowa Administrative Code § 191-5.33 (the "Reinsurer"), pursuant to which the Domestic Insurer will cede to the Reinsurer, on a coinsurance funds withheld basis, a 100% quota share of substantially all of the insurance and annuity policies and contracts issued by the Domestic Insurer prior to the Closing. A copy of the form of Coinsurance Agreement is attached to the Stock Purchase Agreement as Exhibit 1 thereto. The Domestic Insurer will amend and restate its existing custody agreement with a third-party custodian to provide for the establishment of the custodial funds withheld account contemplated by the Coinsurance Agreement, and the Applicants understand that the form of this amended and restated custody agreement will be submitted to the Division for prior approval. The Applicants understand that the Division has reviewed and has no objection to the proposed entry by the Domestic Insurer into the Coinsurance Agreement and the release of cash flow testing reserves related to the reinsured business.

As an additional condition to the Closing, a dividend will be declared and paid by the Domestic Insurer to Seller prior to the Closing in such an amount as would reduce the Domestic Insurer's adjusted statutory capital and surplus (after giving effect to the transactions contemplated by the Coinsurance Agreement, release of the Domestic Insurer's cash flow testing reserves and the other transactions contemplated to occur at the Closing) to an amount between \$5 million and \$7 million (the "Proposed Dividend"). The Applicants understand that the Proposed Dividend is expected to constitute an extraordinary dividend, and that the Domestic Insurer has submitted an application to the Division to obtain non-disapproval by the Commissioner with respect to the declaration and payment of the Proposed Dividend.

Following the Closing, the Applicants plan to cause the Domestic Insurer to enter into (i) an Intercompany Services Agreement with Bestow, pursuant to which Bestow will provide certain administrative and other services to the Domestic Insurer and (ii) an Intercompany Services Agreement with Bestow's wholly owned subsidiary, Bestow Agency LLC, a Delaware limited liability company ("Bestow Agency"), pursuant to which Bestow Agency will assume all of the administrative duties of the Domestic Insurer with respect to the policies subject to the Coinsurance Agreement. Following the Closing, each of the Intercompany Services Agreements will be submitted to the Division under separate cover for approval or non-disapproval by the Commissioner pursuant to Iowa Code § 521A.5.

The summaries of the Proposed Acquisition and the transactions contemplated under the Stock Purchase Agreement contained in this Application are qualified in their entirety by reference to the Stock Purchase Agreement.

Item 2. IDENTITY AND BACKGROUND OF THE APPLICANT

(a) State the name and address of the applicant seeking to acquire control over the insurer.

The names and addresses of the Applicants are as follows:

Bestow Inc.
750 N. St. Paul Street, Suite 1900
Dallas, TX 75201

O'Banion Capital LLC
750 N. St. Paul Street, Suite 1900
Dallas, TX 75201

Melbourne O'Banion III
c/o Bestow Inc.
750 N. St. Paul Street, Suite 1900
Dallas, TX 75201

Abelmann Land & Cattle LLC
5706 E. Mockingbird Lane, Suite 115
Dallas, TX 75206

Tempus Fugit LLC
6920 S Cimarron Road, Suite 100
Las Vegas, NV 89113

Tempus Fugit Trust
c/o Tempus Fugit LLC
6920 S Cimarron Road, Suite 100
Las Vegas, NV 89113

Jonathan William Abelmann
c/o Bestow Inc.
750 N. St. Paul Street, Suite 1900
Dallas, TX 75201

Valar Global Fund IV LP
915 Broadway, Suite 1101
New York, NY 10010

Valar Global Principals Fund IV LP
915 Broadway, Suite 1101
New York, NY 10010

Valar Ventures GP IV LLC
915 Broadway, Suite 1101
New York, NY 10010

Valar Fund V LP
915 Broadway, Suite 1101
New York, NY 10010

Valar Principals Fund V LP
915 Broadway, Suite 1101
New York, NY 10010

Valar GP V LLC
915 Broadway, Suite 1101
New York, NY 10010

Valar Velocity Fund 2 LP
915 Broadway, Suite 1101
New York, NY 10010

Valar Velocity GP 2 LLC
915 Broadway, Suite 1101
New York, NY 10010

James Fitzgerald
c/o Valar Ventures GP IV LLC
915 Broadway, Suite 1101
New York, NY 10010

Andrew McCormack
c/o Valar Ventures GP IV LLC
915 Broadway, Suite 1101
New York, NY 10010

(b) If the applicant is not an individual, state the nature of its business operations for the past 5 years or for such lesser period as such person and any predecessors thereof shall have been in existence. Briefly describe the business intended to be done by the applicant and the applicant's subsidiaries.

The Applicants are Bestow and its controlling persons, as described below.

Bestow. Bestow was incorporated in Delaware as Coverlife, Inc. on February 24, 2016 and changed its name to Bestow Inc. on November 9, 2016. Bestow was originally formed to capitalize and develop a digital life insurance platform. Bestow operates through its two wholly-owned subsidiaries, Bestow Agency and Bestow National Life Insurance Company ("BLIC").²

Bestow Agency was formed on November 9, 2016 as a Delaware limited liability company and operates as a general insurance agency and third-party administrator for North American Company for Life and Health Insurance (NAIC #66974)

² As described in Item 5, below, Bestow Life Insurance Company changed its name to Bestow National Life Insurance Company, effective December 29, 2020.

("North American"). As a general insurance agency, Bestow Agency develops insurance products, underwrites insurance policies and receives and disburses funds

for premium and loss transactions under contracts on behalf of North American. Bestow Agency earns commissions and fees from the marketing and servicing of North American's policies.

BLIC was formed at the beginning of 2019 and is an insurance carrier domiciled in the State of Texas. BLIC has not yet underwritten any insurance policies, but plans to begin offering term life insurance products in 2021.

O'Banion Applicants. The O'Banion Applicants, which collectively own 12.624% of the issued and outstanding voting shares of Bestow, are O'Banion Capital and Mr. O'Banion. O'Banion Capital is a diversified investment holding company with companies in the health care, insurance, real estate and beauty industries in its portfolio. Melbourne O'Banion III, who is an ultimate controlling person of Bestow, is a member and manager of O'Banion Capital.

Mr. O'Banion is Bestow's CEO and Co-Founder. He is an entrepreneur and seasoned investor, with a track record of start-up success. Before Bestow, he was a founding member of Presidio Title, a leading title insurance agency in Texas. Together with his wife, he founded Beauty Bioscience, a skincare line sold on QVC and in luxury stores. He is a member of the National Advisory Council for the Marriott School of Management at Brigham Young University (where he studied Finance and Ancient Near Eastern Studies) and is on the board of the SMU Tate Lecture Series.

Abelmann Applicants. The Abelmann Applicants, which collectively own 12.040% of the issued and outstanding voting shares of Bestow, are Abelmann Land & Cattle, Tempus Fugit, TF Trust and Jonathan William Abelmann. Abelmann Land & Cattle is a Texas limited liability company that is an asset holding company for Abelmann family estate planning purposes. Tempus Fugit is a Nevada limited liability company that is an asset holding company for Mr. Abelmann and his wife. TF Trust is a trust existing for estate planning purposes, which owns all of the membership interests and is the manager of Tempus Fugit. Mr. Abelmann is a member and manager of Abelmann Land & Cattle and the trustee of the TF Trust, and is an ultimate controlling person of Bestow.

Mr. Abelmann is Bestow's President and Co-Founder and is responsible for Bestow's technology, data science and finance teams. Prior to Bestow, Mr. Abelmann co-founded Invitation Homes, a \$19 billion real estate company in partnership with the Blackstone Group. As Managing Director, he helped Invitation Homes launch and scale to become the category leader in single-family rentals. Prior to Invitation Homes, Mr. Abelmann was a private equity investor at Starwood Capital, investing over \$5 billion across the capital structure. He graduated from Brigham Young University and serves as a senior advisor to venture capital firms.

Valar Applicants. The Valar Funds, which, collectively, own 35.099% of the issued and outstanding voting shares of Bestow, are venture capital funds that are managed by Valar Ventures. Each of the Valar Funds is a Delaware limited partnership that was formed to make investments in early-stage or high-growth technology companies for long-term capital appreciation. As described in the "Introduction" section of this Application, (i) the general partner of Valar Global IV

and Valar Global PF IV is Valar Ventures IV, (ii) the general partner of Valar Fund V and Valar PF V is Valar GP V, and (iii) the general partner of Valar Velocity Fund is Valar Velocity LLC. Each of the Valar GPs is a Delaware limited liability company. The co-managing members of the Valar GPs are James Fitzgerald and Andrew McCormack.

Mr. Fitzgerald is a Founding Partner at Valar Ventures. Prior to Valar Ventures, he was COO and General Counsel of Peter Thiel's global parent company, Thiel Capital, where he helped manage Mr. Thiel's network of investments and businesses. Prior to joining Thiel Capital, Mr. Fitzgerald practiced law at a large New York law firm. He received his J.D. from the University of California, Los Angeles and his undergraduate degree from Brigham Young University.

Mr. McCormack is a Founding Partner at Valar Ventures. Mr. McCormack's career in technology has included business and corporate development roles at eCount and Yahoo!. He joined PayPal in 2001, where he worked closely with Peter Thiel. He later helped launch Clarium Capital and subsequently rejoined Mr. Thiel at Thiel Capital, where he led various international initiatives for Thiel Capital and Mr. Thiel. Mr. McCormack received his undergraduate degree from the University of Pennsylvania.

(c) Organizational Charts

The current organizational structure of the Applicants is set forth on the chart attached hereto as Exhibit C. This chart presents the identities of and interrelationships among Bestow, its subsidiaries and its controlling persons, including their respective percentage ownership of voting securities. Exhibit D, attached hereto, also specifies the type of organization, the state or other jurisdiction of domicile of each such entity, and the NAIC numbers for all insurers. There are currently no pending court proceedings involving a reorganization or liquidation of the Applicants or any other entity identified in Exhibit D.

Item 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANT

(a)-(d) Executive Officers and Directors; Biographical Affidavits

A list of the directors and executive officers of each of the Applicants and of the proposed directors and executive officers of the Domestic Insurer following the Closing is attached hereto as Exhibit E. None of the Valar Funds have any directors or executive officers. Abelmann Land & Cattle, Tempus Fugit and the Valar GPs do not have any executive officers.

NAIC biographical affidavit forms for the individuals listed in Exhibit E and for those Applicants who are individuals are attached hereto as Exhibit F. The Applicants have submitted or will submit such NAIC biographical affidavit forms to a third-party background check service provider. The business addresses; information concerning principal business activity, occupation or employment; and the material occupations, positions, offices or employment during the last five years are described in the NAIC biographical affidavits for each such person. To the knowledge of the Applicants, no person listed in Exhibit E has been convicted in a criminal proceeding (excluding minor traffic violations) during the past ten years.

Item 4. NATURE, SOURCE, AND AMOUNT OF CONSIDERATION

(a) Nature, Source and Amount of Consideration

Pursuant to Section 2.2 of the Stock Purchase Agreement, as consideration of the sale, assignment and transfer of all of the Shares of the Domestic Insurer, Bestow has agreed to pay to Seller an amount of cash equal to \$2,320,000, subject to reduction in case the Domestic Insurer has ceased to be licensed in one or more of the jurisdictions in which it is currently licensed (as further described in Section 2.2(a)(ii) of the Stock Purchase Agreement), plus an amount of cash equal to the adjusted statutory capital and surplus of the Domestic Insurer as of the Closing (after giving effect to the transactions contemplated by the Coinsurance Agreement, release of the Domestic Insurer's cash flow testing reserves, payment of the Proposed Dividend and the other transactions contemplated to occur at the Closing). The consideration will be funded with Bestow's cash on hand and no portion of the purchase price will be sourced from borrowed funds.

(b) Criteria in Determining Consideration

Bestow and the Seller, with the assistance of their respective financial advisors and counsel and under the direction of their respective boards of directors, determined the nature and amount of the consideration for the Proposed Acquisition and the other terms and conditions of the Stock Purchase Agreement through arm's-length negotiation.

(c) Confidentiality of Lender's Information in the Ordinary Course of Business

Not applicable.

Item 5. FUTURE PLANS FOR THE INSURER

Other than as described in the Plan of Operations and this Application, the Applicants do not have any current plans for the Domestic Insurer to declare an extraordinary dividend, liquidate the Domestic Insurer, or sell any of its assets (other than sales in the ordinary course of business), or to merge it with any person. During the pendency of this Form A, the Applicants will keep the Division apprised of any changes to the Applicants' present plans or proposals with respect to the Domestic Insurer, as described herein. From time to time following the Closing, the Applicants and the management of the Domestic Insurer may evaluate the business and operations of the Domestic Insurer.

The Applicants had originally considered re-domesticating the Domestic Insurer to Texas within twelve (12) months of the approval of the Application. The Applicants are re-evaluating this plan and will likely continue to operate the Domestic Insurer as an Iowa domestic insurer. The Applicants will keep the Division informed of these developments. Further, the Applicants are seeking approval to change the name of the Domestic Insurer to Bestow Life Insurance Company. The Applicants have made the appropriate filings to change the name of BLIC, Bestow's Texas domiciled life insurance company subsidiary, from Bestow Life Insurance Company to Bestow National Life Insurance Company in order to facilitate the name change of the Domestic Insurer in Iowa, which became effective on December 29, 2020.

The Applicants' present plans or proposals with respect to the future operations of the Domestic Insurer are set forth in greater detail in the Plan of Operations and pro forma

financial statements, which are being separately filed under confidential cover as Exhibits B and G respectively.

Item 6. VOTING SECURITIES TO BE ACQUIRED

The Domestic Insurer currently has 25,000 Shares issued and outstanding. All of the issued and outstanding Shares of the Domestic Insurer are currently owned by Seller. As provided in, and subject to the terms and conditions of, the Stock Purchase Agreement, at the Closing, Seller will sell to Bestow, and Bestow will purchase from Seller, all of the Shares of the Domestic Insurer. As a result, the Domestic Insurer will become a direct, wholly-owned subsidiary of Bestow.

The terms of the Proposed Acquisition are summarized in Item 1(b) hereof. A statement as to the method by which the fairness and consideration of the proposal was determined is included in Item 4(b) hereof.

Item 7. OWNERSHIP OF VOTING SECURITIES

Pursuant to the terms of the Stock Purchase Agreement, as a result of the Proposed Acquisition, Bestow will directly own 100% of the issued and outstanding Shares of the Domestic Insurer. As a result, the Domestic Insurer will become a direct, wholly-owned subsidiary of Bestow.

Other than the rights of the Applicants under the Stock Purchase Agreement, there are no voting securities of any class of the Domestic Insurer that are beneficially owned or concerning which there is a right to acquire beneficial ownership by the Applicants, their respective affiliates or any person listed in Item 3 hereof.

Item 8. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE DOMESTIC INSURER

There are no contracts, arrangements, or understandings with respect to any voting security of the Domestic Insurer in which the Applicants, their respective affiliates or any person listed in Item 3 is involved, including any transfer of securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or guarantees of profits, division of losses or profits, or the giving or withholding of proxies.

Item 9. RECENT PURCHASES OF VOTING SECURITIES

None of the Applicants, their respective affiliates, or any person listed in Item 3 has purchased any voting securities of the Domestic Insurer during the twelve (12) calendar months preceding the filing of this Application.

Item 10. RECENT RECOMMENDATIONS TO PURCHASE

Other than the Stock Purchase Agreement, none of the Applicants, their respective affiliates or any person listed in Item 3 has made any recommendations to purchase any voting security of the Domestic Insurer, and no such recommendations have been made by anyone

based upon interviews or at the suggestion of the Applicants, their respective affiliates or any person listed in Item 3, in each case during the twelve (12) calendar months preceding

the filing of this Application.

Item 11. AGREEMENTS WITH BROKER-DEALERS

None of the Applicants, their respective affiliates or any person listed in Item 3 has made any agreements, contracts, or understandings with any broker-dealer as to solicitation of voting securities of the Domestic Insurer.

Item 12. FINANCIAL STATEMENTS AND EXHIBITS

(a) Exhibits

All exhibits referenced in this Form A are itemized below:³

Exhibit A – Stock Purchase Agreement*
Exhibit B – Plan of Operations*
Exhibit C – Organizational Chart
Exhibit D – Organizational Types
Exhibit E – Executive Officers and Directors
Exhibit F(a) – Biographical Affidavit – J.W. Abelmann*
Exhibit F(b) – Biographical Affidavit – Laia*
Exhibit F(c) – Biographical Affidavit – Martin*
Exhibit F(d) – Biographical Affidavit – Morales*
Exhibit F(e) – Biographical Affidavit – O’Banion*
Exhibit F(f) – Biographical Affidavit – Richards*
Exhibit F(g) – Biographical Affidavit – Fitzgerald*
Exhibit F(h) – Biographical Affidavit – McCormack*
Exhibit F(i) – Biographical Affidavit – McLaren
Exhibit F(j) – Biographical Affidavit – Stevens
Exhibit F(k) – Biographical Affidavit – Boender
Exhibit F(l) – Biographical Affidavit – Dave
Exhibit F(m) – Biographical Affidavit – Teixeira da Mota
Exhibit F(n) – Biographical Affidavit – J. Abelmann
Exhibit G – Pro Forma Financial Statements*
Exhibit H(a) – Audited Financial Statements of Bestow as of December 31, 2020
Exhibit H(b) – Audited Financial Statements of Bestow as of December 31, 2019*
Exhibit H(c) – Audited Financial Statements of Bestow as of December 31, 2018*
Exhibit H(d) – Personal Financial Statements of Mr. O’Banion
Exhibit H(e) – Personal Financial Statements of Mr. Abelmann
Exhibit H(f) – Audited Financial Statements of Valar Global IV as of December 31, 2020
Exhibit H(g) – Audited Financial Statements of Valar Global IV as of December 31, 2019
Exhibit H(h) – Audited Financial Statements of Valar Global IV as of December 31, 2018
Exhibit H(i) – Audited Financial Statements of Valar Global PF IV as of December 31, 2020
Exhibit H(j) – Audited Financial Statements of Valar Global PF IV as of December 31, 2019
Exhibit H(k) – Audited Financial Statements of Valar Global PF IV as of December 31, 2018
Exhibit H(l) – Audited Financial Statements of Valar Fund V as of December 31, 2020
Exhibit H(m) – Audited Financial Statements of Valar Fund V as of December 31, 2019
Exhibit H(n) – Audited Financial Statements of Valar PF V as of December 31, 2020
Exhibit H(o) – Audited Financial Statements of Valar PF V as of December 31, 2019
Exhibit H(p) – Audited Financial Statements of Valar Velocity Fund as of December 31, 2020

³ Exhibits marked with an asterisk were submitted with the Form A filing submitted to the Division on November 25, 2020.

Exhibit H(q) – Unaudited Financial Statements of Valar Ventures IV as of December 31, 2019
Exhibit H(r) – Unaudited Financial Statements of Valar Ventures IV as of December 31, 2018
Exhibit H(s) – Unaudited Financial Statements of Valar GP V as of December 31, 2019
Exhibit H(t) – Net Worth Affidavit for Mr. Fitzgerald
Exhibit H(u) – Net Worth Affidavit for Mr. McCormack

(b) Financial Statements

Attached as Exhibit H(a), Exhibit H(b) and Exhibit H(c), respectively, are the audited annual financial statements of Bestow for the periods ending December 31, 2020, December 31, 2019 and December 31, 2018. Bestow was formed in 2016 and did not begin preparing audited financial statements until the 2018 fiscal year.

O'Banion Capital does not prepare audited financial statements. The personal financial statements of Mr. O'Banion are attached hereto as Exhibit H(d).

Abelmann Land & Cattle and Tempus Fugit do not prepare audited financial statements. The personal financial statements of Mr. Abelmann are attached hereto as Exhibit H(e).

Audited financial statements of Valar Global IV as of December 31, 2020, December 31, 2018 and December 31, 2019 are attached hereto as Exhibit H(f), Exhibit H(g) and Exhibit H(h), respectively. Because Valar Global IV did not commence its operations until February 13, 2018, no audited financial statements of Valar Global IV for any periods prior to December 31, 2018 are available.

Audited financial statements of Valar Global PF IV as of December 31, 2020, December 31, 2018 and December 31, 2019 are attached hereto as Exhibit H(i), Exhibit H(j) and Exhibit H(k), respectively. Because Valar Global PF IV did not commence its operations until June 11, 2018, no audited financial statements of Valar Global PF IV for any periods prior to December 31, 2018 are available.

Audited financial statements of Valar Fund V as of December 31, 2020 and December 31, 2019 are attached hereto as Exhibit H(l) and Exhibit H(m), respectively. Because Valar Fund V did not commence its operations until April 1, 2019, no audited financial statements of Valar Fund V for any periods prior to December 31, 2019 are available.

Audited financial statements of Valar PF V as of December 31, 2020 and December 31, 2019 are attached hereto as Exhibit H(n) and Exhibit H(o), respectively. Because Valar PF V did not commence its operations until June 5, 2019, no audited financial statements of Valar PF V for any periods prior to December 31, 2019 are available.

Audited financial statements of Valar Velocity Fund as of December 31, 2020 are attached hereto as Exhibit H(p). Because Valar Velocity Fund did not commence its operations until March 17, 2020, no audited financial statements of Valar Velocity Fund for any periods prior to December 31, 2020 are available.

Valar Ventures IV and Valar GP V do not prepare audited financial statements and do not currently have any financial statements as of December 31, 2020 available. Further, Valar Velocity LLC, which was formed in 2020, does not currently have any financial statements available. Unaudited balance sheets and income statements of Valar Ventures IV as of December 31, 2019 and December 31, 2018 are attached hereto as Exhibit H(q) and Exhibit H(r), respectively. The unaudited balance sheet and income statement of Valar GP V as of December 31, 2019 are attached hereto as Exhibit H(s).

Net worth affidavits for Mr. Fitzgerald and Mr. McCormack are attached hereto as Exhibit H(t) and Exhibit H(u), respectively.

(c) Tender Offers

Other than the Stock Purchase Agreement or as described in this Application, there have been no tender offers for, requests or invitations for, tenders of, exchange offers for, or agreements to acquire or exchange any voting securities of the Domestic Insurer by the Applicants, and there are no soliciting materials relating thereto.

Other than as described in this Application, there are no proposed employment, consultation, advisory or management contracts concerning the Domestic Insurer.

Item 13. ENTERPRISE RISK MANAGEMENT

Bestow agrees that it will provide, to the best of its knowledge and belief, the information required by Form F as specified in Iowa Code § 521A.4(12) of the Act within fifteen (15) days after the end of the month in which the acquisition of control occurs.

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Bestow Inc. has caused this application to be duly signed on its behalf in the City of Dallas and State of Texas, on the 23rd day of April, 2021.

(SEAL)

Bestow Inc.

By: 
Name: Melbourne O'Banion III
Title: Chief Executive Officer

Attest:


Name: Jonathan William Abelmann
Title: President

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Bestow Inc.; that deponent is the Chief Executive Officer of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: Melbourne O'Banion III

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, O'Banion Capital LLC has caused this application to be duly signed on its behalf in the City of Dallas and State of Texas, on the 23rd day of April, 2021.

(SEAL)

O'Banion Capital LLC

By: 
Name: Melbourne O'Banion III
Title: Manager

Attest:


Name: Jonathan William Abelmann

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of O'Banion Capital LLC; that deponent is the Manager of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: Melbourne O'Banion III

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Melbourne O'Banion III has caused this application to be duly signed on its behalf in the City of Dallas and State of Texas, on the 23rd day of April, 2021.



Name: Melbourne O'Banion III

Attest:



Name: Jonathan William Abelmann

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated April 23, 2021, as an individual applicant. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.



Name: Melbourne O'Banion III

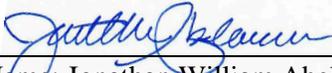
Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Abelman Land & Cattle LLC has caused this application to be duly signed on its behalf in the City of Dallas and State of Texas, on the 23rd day of April, 2021.

(SEAL)

Abelman Land & Cattle LLC

By: 
Name: Jonathan William Abelman
Title: Co-Manager

Attest:


Name: Melbourne O'Banion III

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Abelman Land & Cattle LLC; that deponent is the Co-Manager of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: Jonathan William Abelman

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Tempus Fugit LLC has caused this application to be duly signed on its behalf in the City of Dallas and State of Texas, on the 23rd day of April, 2021.

(SEAL)

Tempus Fugit LLC

By: Tempus Fugit Trust, its manager

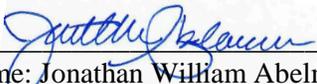
By: 
Name: Jonathan William Abelmann
Title: Trustee

Attest:


Name: Melbourne O'Banion III

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Tempus Fugit LLC; that deponent is the Trustee of the manager of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: Jonathan William Abelmann

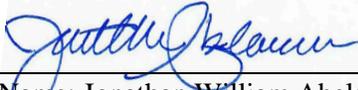
Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Tempus Fugit Trust has caused this application to be duly signed on its behalf in the City of Dallas and State of Texas, on the 23rd day of April, 2021.

(SEAL)

Tempus Fugit Trust

By: 
Name: Jonathan William Abelmann
Title: Trustee

Attest:


Name: Melbourne O'Banion III

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Tempus Fugit Trust; that deponent is the Trustee of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: Jonathan William Abelmann

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Jonathan William Abelmann has caused this application to be duly signed on its behalf in the City of Dallas and State of Texas, on the 23rd day of April, 2021.



Name: Jonathan William Abelmann

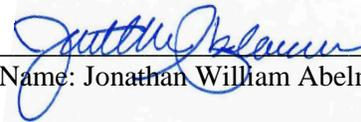
Attest:



Name: Melbourne O'Banion III

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated April 23, 2021, as an individual applicant. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.



Name: Jonathan William Abelmann

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Valar Global Fund IV LP has caused this application to be duly signed on its behalf in the City of East Hampton and State of New York, on the 23rd day of April, 2021.

(SEAL)

Valar Global Fund IV LP

By: Valar Ventures GP IV LLC, its general partner

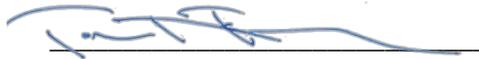
By: 
Name: James Fitzgerald
Title: Managing Member

Attest:


Name: Andrew McCormack
Title: Managing Member

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Valar Global Fund IV LP; that deponent is the Managing Member of the general partner of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: James Fitzgerald

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Valar Global Principals Fund IV LP has caused this application to be duly signed on its behalf in the City of East Hampton and State of New York, on the 23rd day of April, 2021.

(SEAL)

Valar Global Principals Fund IV LP

By: Valar Ventures GP IV LLC, its general partner

By: 
Name: James Fitzgerald
Title: Managing Member

Attest:


Name: Andrew McCormack
Title: Managing Member

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Valar Global Principals Fund IV LP; that deponent is the Managing Member of the general partner of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: James Fitzgerald

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Valar Fund V LP has caused this application to be duly signed on its behalf in the City of East Hampton and State of New York, on the 23rd day of April, 2021.

(SEAL)

Valar Fund V LP

By: Valar GP V LLC, its general partner

By: 

Name: James Fitzgerald
Title: Managing Member

Attest:



Name: Andrew McCormack
Title: Managing Member

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Valar Fund V LP; that deponent is the Managing Member of the general partner of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.



Name: James Fitzgerald

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Valar Principals Fund V LP has caused this application to be duly signed on its behalf in the City of East Hampton and State of New York, on the 23rd day of April, 2021.

(SEAL)

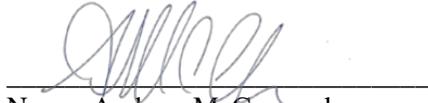
Valar Principals Fund V LP

By: Valar GP V LLC, its general partner

By: 

Name: James Fitzgerald
Title: Managing Member

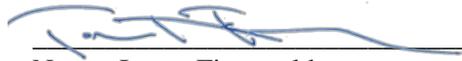
Attest:



Name: Andrew McCormack
Title: Managing Member

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Valar Principals Fund V LP; that deponent is the Managing Member of the general partner of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.



Name: James Fitzgerald

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Valar Velocity Fund 2 LP has caused this application to be duly signed on its behalf in the City of East Hampton and State of New York, on the 23rd day of April, 2021.

(SEAL)

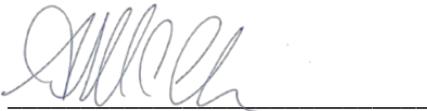
Valar Velocity Fund 2 LP

By: Valar Velocity GP 2 LLC, its general partner

By: 

Name: James Fitzgerald
Title: Managing Member

Attest:



Name: Andrew McCormack
Title: Managing Member

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Valar Velocity Fund 2 LP; that deponent is the Managing Member of the general partner of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.



Name: James Fitzgerald

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Valar Ventures GP IV LLC has caused this application to be duly signed on its behalf in the City of East Hampton and State of New York, on the 23rd day of April, 2021.

(SEAL)

Valar Ventures GP IV LLC

By: 
Name: James Fitzgerald
Title: Managing Member

Attest:


Name: Andrew McCormack
Title: Managing Member

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Valar Ventures GP IV LLC; that deponent is the Managing Member of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: James Fitzgerald

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Valar GP V LLC has caused this application to be duly signed on its behalf in the City of East Hampton and State of New York, on the 23rd day of April, 2021.

(SEAL)

Valar GP V LLC

By: 
Name: James Fitzgerald
Title: Managing Member

Attest:


Name: Andrew McCormack
Title: Managing Member

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Valar GP V LLC; that deponent is the Managing Member of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: James Fitzgerald

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Valar Velocity GP 2 LLC has caused this application to be duly signed on its behalf in the City of East Hampton and State of New York, on the 23rd day of April, 2021.

(SEAL)

Valar Velocity GP 2 LLC

By: 
Name: James Fitzgerald
Title: Managing Member

Attest:


Name: Andrew McCormack
Title: Managing Member

CERTIFICATION

The undersigned deposes and says that deponent has duly executed the attached application dated April 23, 2021, for and on behalf of Valar Velocity GP 2 LLC; that deponent is the Managing Member of such company, and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.


Name: James Fitzgerald

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, James Fitzgerald has caused this application to be duly signed on its behalf in the City of East Hampton and State of New York, on the 23rd day of April, 2021.



Name: James Fitzgerald

Attest:



Name: Andrew McCormack

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated April 23, 2021, as an individual applicant. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.



Name: James Fitzgerald

Item 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Iowa Code section 521A.3, Andrew McCormack has caused this application to be duly signed on its behalf in the City of Greenwich and State of Connecticut, on the 23rd day of April, 2021.



Name: Andrew McCormack

Attest:



Name: James Fitzgerald

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated April 23, 2021, as an individual applicant. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.



Name: Andrew McCormack

Exhibit A

Stock Purchase Agreement

EXECUTION VERSION

STOCK PURCHASE AGREEMENT

BY AND BETWEEN

WELLS FARGO FINANCIAL, LLC

AND

BESTOW INC.

DATED AS OF NOVEMBER 5, 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	DEFINITIONS4
Section 1.1	Defined Terms4
Section 1.2	Other Definitional Provisions16
ARTICLE II	PURCHASE AND SALE OF CAPITAL STOCK18
Section 2.1	Purchase and Sale18
Section 2.2	Purchase Price18
Section 2.3	Excluded Assets21
Section 2.4	Closing21
Section 2.5	Closing Deliveries22
ARTICLE III	REPRESENTATIONS AND WARRANTIES OF SELLER23
Section 3.1	Organization, Standing, Corporate Power and Authorization; Corporate Books and Records of the Company24
Section 3.2	Capital Structure24
Section 3.3	Non-Contravention; Consents25
Section 3.4	Financial Statements25
Section 3.5	Rights to the Company Shares26
Section 3.6	No Undisclosed Liabilities26
Section 3.7	Employees; Labor Matters27
Section 3.8	Benefit Plans27
Section 3.9	Absence of Certain Changes or Events27
Section 3.10	Taxes28
Section 3.11	Compliance with Applicable Law; Insurance Qualifications29
Section 3.12	Litigation30
Section 3.13	Contracts30
Section 3.14	Insurance Matters31
Section 3.15	Brokers32
Section 3.16	Certain Relationships33
Section 3.17	Accounts with Financial Institutions33
Section 3.18	Insurance33
Section 3.19	Powers of Attorney33
Section 3.20	Intellectual Property33
Section 3.21	Property34
Section 3.22	Exclusivity of Representations34
ARTICLE IV	REPRESENTATIONS AND WARRANTIES OF BUYER34
Section 4.1	Organization, Standing and Corporate Power34
Section 4.2	Non-Contravention; Consents35
Section 4.3	Litigation35
Section 4.4	Brokers35

Section 4.5	Financing.....	35
Section 4.6	Securities Act.....	35
Section 4.7	Regulatory Matters.....	36
Section 4.8	Financial Statements.....	36
Section 4.9	Exclusivity of Representations	36
ARTICLE V	COVENANTS	36
Section 5.1	Conduct of Business of the Company.....	36
Section 5.2	Access to Information.....	38
Section 5.3	Reasonable Best Efforts.....	39
Section 5.4	Consents, Approvals and Filings	39
Section 5.5	Public Announcements	42
Section 5.6	Confidentiality	42
Section 5.7	Insurance	44
Section 5.8	D&O Indemnification, Exculpation and Insurance	44
Section 5.9	Subsequent Statutory and GAAP Statements	45
Section 5.10	Notification of Certain Matters.....	46
Section 5.11	Pre-Closing Reorganization Transactions.....	47
Section 5.12	Acquisition Proposal.....	48
Section 5.13	Intercompany Agreements and Accounts; Company Contracts	48
Section 5.14	Pre-Closing Dividend.....	48
Section 5.15	Access and Information	49
Section 5.16	Change in Registered Office.....	50
Section 5.17	Transition Committee; Transfer of Books and Records; Cooperation	50
Section 5.18	Reinsurance Agreement Adjustment	52
ARTICLE VI	CONDITIONS PRECEDENT	52
Section 6.1	Conditions to Obligations of Buyer	52
Section 6.2	Conditions to Obligations of Seller.....	53
ARTICLE VII	SURVIVAL OF REPRESENTATIONS AND WARRANTIES	54
Section 7.1	Survival.....	54
ARTICLE VIII	INDEMNIFICATION.....	55
Section 8.1	Obligation to Indemnify.....	55
Section 8.2	Indemnification Notice Procedures.....	57
Section 8.3	Third Party Claims	58
Section 8.4	Survival; Expiration of Claims	59
Section 8.5	Indemnification Payments	59
Section 8.6	Other Provisions.....	59
Section 8.7	Exclusive Remedy	60
ARTICLE IX	TAX MATTERS	60
Section 9.1	Tax Indemnity.....	60

Section 9.2	Preparation and Filing of Tax Returns.....	61
Section 9.3	Tax Refunds	62
Section 9.4	Tax Notice; Tax Controversies	62
Section 9.5	Cooperation and Controversies.....	63
Section 9.6	Transfer Taxes	64
Section 9.7	Section 338(h)(10)	64
Section 9.8	Allocation of Consideration.....	64
Section 9.9	Certain Limitations	64
Section 9.10	Treatment of Post-Closing Payments.....	65
Section 9.11	Termination of Tax Allocation Arrangements.....	65
Section 9.12	Coordination	65
ARTICLE X	TERMINATION PRIOR TO THE CLOSING.....	65
Section 10.1	Termination of Agreement.....	65
Section 10.2	Effect of Termination; Survival	66
ARTICLE XI	GENERAL PROVISIONS	66
Section 11.1	Fees and Expenses	66
Section 11.2	Notices	66
Section 11.3	Entire Agreement; Joint Negotiation; Third-Party Beneficiaries	68
Section 11.4	Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.....	68
Section 11.5	Assignment	69
Section 11.6	Payments	69
Section 11.7	Specific Performance	69
Section 11.8	Severability	69
Section 11.9	Amendment; Modification and Waiver	70
Section 11.10	Counterparts.....	70
Schedules		
Schedule 1.1(a)	Accounting Principles	
Schedule 1.1(b)	Certain Conditions	
Schedule 5.4(f)	Required Insurance Qualifications	
Schedule 5.17	Transition Plan Schedule	
Schedule 6.1(c)	Governmental Approvals as Conditions to Buyer’s Obligation to Close	
Schedule 6.2(c)	Governmental Approvals as Conditions to Seller’s Obligation to Close	
Annexes		
Annex 1	Pre-Closing Reorganization Transactions	
Exhibits		
Exhibit 1	Form of Reinsurance Agreement	
Exhibit 2	Reference Balance Sheet	

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”), dated as of November 5, 2020 (the “**Date of this Agreement**” or the “**date hereof**”), is by and between Wells Fargo Financial, LLC, an Iowa limited liability company (“**Seller**”), and Bestow Inc., a Delaware corporation (“**Buyer**”). Seller and Buyer are sometimes also referred to as the “**Parties**” and each, individually, as a “**Party**”.

RECITALS

WHEREAS, Seller is the record and beneficial owner of all of the issued and outstanding shares of capital stock of Centurion Life Insurance Company, an Iowa corporation (the “**Company**”); and

WHEREAS, prior to the Closing, pursuant to Section 5.11, Seller shall use reasonable best efforts to cause the Pre-Closing Reorganization Transactions to occur; and

WHEREAS, the authorized capital stock of the Company now consists of 25,000 shares of common stock of the Company (the “**Company Shares**”), which constitutes all of the issued and outstanding shares of capital stock of the Company;

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Company Shares upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

“**Accounting Principles**” means those principles set forth on Schedule 1.1(a).

“**Acquisition Proposal**” means any proposal for a merger, consolidation or other business combination involving the Company, any proposal or offer to acquire in any manner any equity interest in, or all or a portion of the business or assets of the Company, any proposal or offer with respect to any recapitalization or restructuring of the Company or any proposal or offer with respect to any other transaction similar to any of the foregoing with respect to the Company other than in connection with the transactions contemplated by this Agreement.

“**Action**” means any civil, criminal, administrative, investigative or informal action, audit, demand, suit, claim, arbitration, hearing, litigation, dispute, investigation or other proceeding of any kind or nature.

“Affiliate” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person in question. For purposes of the foregoing, “control,” including the terms “controlling,” “controlled by” and “under common control with,” means the possession, direct or indirect, 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. For the avoidance of doubt, the Company shall not be an Affiliate of Buyer prior to the Closing or an Affiliate of Seller following the Closing.

“Affiliated Group” means any affiliated group within the meaning of Code Section 1504(a) or any similar group defined under a similar provision of state, local, or non-U.S. Law.

“Banking Regulator” means any of the Board of Governors of the Federal Reserve System, the Consumer Financial Protection Bureau, the Federal Deposit Insurance Corporation, any Federal Reserve Bank, the Office of the Comptroller of the Currency or such other Governmental Entity having banking regulatory authority or oversight over Seller or its Affiliates.

“Books and Records” means all books and records of the Company in the Company’s, Seller’s, or Seller’s Affiliates’ possession or control, including minute books, licenses, certificates of authority or other insurance authorizations, whether in electronic or paper format, primarily relating to the Company or its business or assets, but excluding all Retained Books and Records.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which commercial banks in Iowa, Delaware or Texas are permitted or required to be closed for regular banking business.

“Burdensome Condition” means any condition, limitation or qualification imposed by a Governmental Entity on its grant of any consent, authorization, order, approval or exemption in connection with the transactions contemplated by this Agreement that, individually or together with all such conditions, limitations or qualifications, would (i) reasonably be expected to have a Seller Material Adverse Effect or a material adverse effect on the business, operations, assets, liabilities, condition (financial or otherwise) or results of operations of Buyer and its subsidiaries (including the Company), taken as a whole; (ii) except for the transactions contemplated by this Agreement (including the Pre-Closing Reorganization Transactions and the payment of the Pre-Closing Dividend) and the Reinsurance Agreement, require or involve the sale, disposition or separate holding, through the establishment of a trust or otherwise, of any businesses, operations or assets, of the Company; (iii) require any amendments or changes to the Reinsurance Agreement; (iv) restrict the ownership or operation by Buyer or the Company of the business or assets of the Company; or (v) require Buyer or any of its Affiliates or any direct or indirect investor in Buyer or any of its Affiliates, to provide any direct or indirect guarantee, capital maintenance or other capital support to the Company, which requirement, sale, disposition, separate holding, amendment or change, restriction or requirement (in the case of the foregoing clauses (ii), (iii), (iv) or (v)) would reasonably be expected to materially and adversely affect the aggregate economic and business benefits that Buyer and its subsidiaries, taken as a whole, expect to derive from the transactions contemplated hereby; provided, however, with respect to the foregoing clauses (i)-(v), that any condition, limitation, restriction or requirement of the type listed

on Schedule 1.1(b) shall not constitute a “Burdensome Condition”; provided further, however, that any condition, limitation, restriction or requirement imposed by the IID necessitating the redomestication of the Company in connection with or following the transactions contemplated by this Agreement shall not constitute a “Burdensome Condition”; provided further, however, that any condition, limitation, restriction or requirement directly attributable to those items listed on Section 4.3 or Section 4.7 of the Buyer Disclosure Schedule shall not constitute or be deemed to constitute a “Burdensome Condition”.

“**Buyer Disclosure Schedule**” means the disclosure schedule (including any attachments thereto) in respect of this Agreement and delivered by Buyer to Seller on the Date of this Agreement, which will be arranged in Sections corresponding to the numbered and lettered Sections contained herein.

“**Buyer Material Adverse Effect**” means a material adverse effect on the ability of Buyer to perform its obligations under this Agreement or to consummate the transactions contemplated hereby on a timely basis.

“**Buyer’s Group**” means, at any time, the group of companies comprised of Buyer, its ultimate holding company and its ultimate holding company’s subsidiaries at that time (including following the Closing, for the avoidance of doubt, the Company).

“**Closing Surplus Amount**” means an amount, determined in accordance with the Accounting Principles and after giving effect to the Pre-Closing Reorganization Transactions, the transactions contemplated by the Reinsurance Agreement, the release or cession of the Effective Date IMR (as defined in the Reinsurance Agreement) and cash flow testing reserves, the payment of the Pre-Closing Dividend (to the extent that the Pre-Closing Dividend is actually paid by the Company as of the Closing) and the other transactions contemplated hereby to occur on or prior to the Closing Date, equal to (i) the capital and surplus of the Company as of the Effective Time (which amount includes securities owned by the Company and on deposit in certain states as a condition of maintaining the Company’s insurance license or authorization in each such state) as such capital and surplus is reported on line 38, column 1 of the Liabilities, Surplus and Other Funds section of the 2019 NAIC Annual Statement Blank or the successor to such line number plus (ii) the result (whether positive or negative) of the aggregate Fair Market Value of the investment assets of the Company (excluding those assets allocated to the funds withheld account in accordance with the terms and conditions of the Reinsurance Agreement and after giving effect to the sale or transfer of investment assets contemplated by Section 5.14(b)) less the statutory carrying value of such assets, in each case as of the Effective Time minus (iii) the amount of the net admitted deferred tax asset of the Company and the admitted portion of any assets that are “Excluded Assets” hereunder.

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

“**Commitment Agreement**” means that certain Commitment Agreement, dated as of the date hereof, by and among Seller, Buyer and the Reinsurer.

“**Constituent Documents**” of a Person means, as applicable, the declaration and charter, certificate of incorporation, articles of incorporation, certificate of designations, bylaws, or any similar organizational or governing document or instrument of a Person.

“**Contagion Event**” means the outbreak of contagious disease, epidemic or pandemic (including the Coronavirus Outbreak).

“**Contract**” means any contract, agreement, mortgage, indenture, debenture, note, loan, bond, lease, sublease, license, franchise, obligation, instrument, promise, understanding or other binding commitment, arrangement or undertaking of any kind whether oral or written, and whether express or implied, to which a Person is a party or by which any property or assets owned or used by it may be bound or affected.

“**Core Buyer Representations and Warranties**” means those representations and warranties of Buyer contained in the following Sections of this Agreement: Section 4.1 (Organization, Standing and Corporate Power) and Section 4.4 (Brokers).

“**Core Seller Representations and Warranties**” means those representations and warranties of Seller contained in the following Sections of this Agreement: Section 3.1(a), (b) and (c) (Organization, Standing, Corporate Power and Authorization), Section 3.2 (Capital Structure), Section 3.5 (Rights to Company Shares), Section 3.6 (No Undisclosed Liabilities) and Section 3.15 (Brokers).

“**Coronavirus Outbreak**” means the emergence and spread of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), any mutations thereof, the diseases caused thereby (e.g., COVID-19) and the responses of Governmental Entities and other Persons, and any changes in applicable Law in response, to the foregoing.

“**Credit Business**” means the credit life and disability policies issued by the Company prior to the Closing Date.

“**Disclosure Schedules**” means, collectively, the Buyer Disclosure Schedule and the Seller Disclosure Schedule.

“**Employee Benefit Plan**” means (a) any pension plan, 401(k) plan, profit-sharing plan, health and welfare plan, and any other “employee benefit plan” (as defined in Section 3(3) of ERISA, whether or not subject to ERISA); (b) any “multiemployer plan” (as defined in Section 3(37) of ERISA); (c) any other compensation or benefit arrangement, obligation, or practice, whether or not legally enforceable, to provide benefits or compensation for services rendered, including employment agreements, severance policies or arrangements, executive compensation arrangements, incentive arrangements, sick leave, compensation, bonus plans, deferred compensation, incentive compensation, stock purchase, stock option, stock appreciation or other equity-based severance, employee assistance, cafeteria (Section 125 plan), medical reimbursement, dependent care reimbursement or other plan or agreement relating to compensation or fringe benefits; and (d) any change in control plan, deal bonus, retention program or agreement, in the case of each of (a) - (d) that was or is established, maintained or sponsored by the Company or to which the Company contributes or which the Company otherwise has or may have any liability, contingent or otherwise, either directly or as a result of an ERISA Affiliate.

“**Encumbrance**” means any charge, pledge, mortgage, lien, hypothecation, usufruct, deed of trust, security interest or easement of any kind (other than restrictions on transfer imposed by the Securities Act (or any other applicable securities Laws) or any applicable insurance Laws).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and all regulations and rules issued thereunder, or any successor Law.

“**ERISA Affiliate**” means any Person that, together with the Company, is or was at any time treated as a single employer under Section 414 of the Code or Section 4001 of ERISA and any general partnership of which Seller or the Company is or has been a general partner.

“**Excluded Assets**” means all of the following (a) all digital video recorders, network digital recorders or power-over-ethernet switches for the forgoing, card access panel private branch exchange boards, alarm panels, other electronic security equipment and devices having the capability to store confidential information, signs and artwork branded with any Seller’s Trademark, computing equipment, hardware and devices, including any cell phone, mobile device, tablet, desktop and laptop computer, and servers and network equipment and devices; (b) all insurance proceeds in respect of policies of the type described in Section 3.18 (and not, for the avoidance of doubt, in respect of policies issued by the Company) which Seller or any other member of Seller’s Group has a right to receive as of the Closing and that relate to events, circumstances or occurrences prior to the Closing unless such proceeds are reflected in the Seller Financial Statements; (c) all domain names, email addresses and URLs containing, identifying or referencing the Wells Fargo name; and (d) all Retained Books and Records.

“**Excluded Taxes**” means any and all of the following Taxes (and any Losses related thereto): (a) Transfer Taxes for which Buyer is responsible pursuant to Section 9.6, (b) Taxes treated as a liability in the calculation of Final Closing Surplus Amount and (c) Taxes imposed under Section 4371 of the Code with respect to any payments or accruals made pursuant to or in respect of the Reinsurance Agreement (“**Insurance Excise Taxes**”).

“**Fair Market Value**” means (i) in the case of cash or cash equivalents (including commercial paper), their face value or (ii) in the case of a security listed on a national securities exchange or on an over-the-counter market, the lesser of the closing price as reported by Interactive Data Corporation quotation service or the average of the closing bid and asked prices as reported by Interactive Data Corporation quotation service on the valuation date.

“**Final Determination**” means: (a) a decision, judgment, decree or other Order by the United States Tax Court or any other court of competent jurisdiction that has become final and unappealable; (b) a closing agreement under Section 7121 of the Code or a comparable provision of any state, local or foreign Tax Law that is binding against the IRS or other Taxing Authority; or (c) any other final settlement with the IRS or other Taxing Authority.

“**Former Employee**” means any Person formerly employed by the Company prior to the Closing Date.

“**Fraud**” means common law fraud in respect of the representations and warranties made by Seller in Article III or made by Buyer in Article IV.

“**GAAP**” means United States generally accepted accounting principles.

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

“**Governmental Entity**” means any federal, state, local or foreign governmental or regulatory authority, agency, commission, department, body, court or other legislative, executive, or judicial or quasi-judicial governmental entity or semi-governmental or self-regulatory organization.

“**Guaranty Fund**” means any insolvency fund, including any guaranty fund, association, pool, plan or other facility (whether participation therein is voluntary or involuntary) that provides for the assessment of, payment by or assumption by its participants or members of a part or the whole of any claim, debt, charge, fee or other obligation of any insurer or reinsurer, or its respective successors or assigns, that has been declared insolvent by any authority having jurisdiction, or which is otherwise unable to meet any claim, debt, charge, fee or other obligation in whole or in part.

“**IID**” means the Iowa Insurance Division.

“**Insurance Contract**” means any insurance or annuity policy or contract issued by the Company, in each case, together with all policies, binders, slips, certificates, participation agreements, applications, supplements, endorsements, riders, and ancillary agreements in connection therewith.

“**Intellectual Property**” means rights in all of the following, worldwide, whether registered, unregistered or registrable: (a) trademarks, service marks, brand names, certification marks, collective marks, d/b/a’s, domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same (collectively, “**Trademarks**”); (b) inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (c) trade secrets, confidential information and know-how, including processes, schematics, business methods, formulae, drawings, data, prototypes, models and designs; (d) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of information or data), including mask rights and computer software (including firmware and middleware), copyrights therein and thereto, registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (e) Internet websites and applications and registrations pertaining thereto; (f) social media accounts and all content contained therein; and (g) any other intellectual property rights of any kind or nature.

“**Intercompany Payables**” means all account, note or loan payables recorded on the books of Seller or any other member of Seller’s Group for goods or services purchased by or provided to the Company by any member of Seller’s Group (other than the Company) or advances (cash or otherwise) or any other extensions of credit to the Company from any member of Seller’s

Group (other than the Company), including amounts recorded on the Seller Financial Statements as “Intercompany Loans”, whether current or non-current.

“**Intercompany Receivables**” means all account, note or loan receivables recorded on the books of Seller or any other member of Seller’s Group for goods or services sold or provided by the Company to any member of Seller’s Group (other than the Company) or advances (cash or otherwise) or any other extensions of credit made by the Company to any member of Seller’s Group (other than the Company), including amounts recorded on the Statutory Statements as “Loans to Affiliates”, whether current or non-current.

“**IRS**” means the United States Internal Revenue Service.

“**Knowledge**” of a fact or other matter will be attributable to Seller if any of the individuals listed on Section 1.1(a) of the Seller Disclosure Schedule are actually aware of such fact or other matter.

“**Law**” means any foreign, federal, state or local law, Order, ordinance, writ, statute, treaty, rule or regulation.

“**Liability**” means any liability, debt, expense, claim, demand, loss, commitment, damage, deficiency, obligation or actions of any kind, character or description, whether asserted or not asserted, disputed or undisputed, known or unknown, joint or several, fixed or unfixed, liquidated or unliquidated, secured or unsecured, accrued or unaccrued, matured or unmatured, absolute, contingent, determined, determinable or otherwise, whenever or however arising (including, whether arising out of any contract or tort based on negligence or strict liability) and whether or not the same would be required by SAP or GAAP to be reflected in financial statements or disclosed in the notes thereto, including all costs and expenses related thereto.

“**Order**” means any award, decision, injunction, judgment, writ, directive, stipulation, determination, decree (including any consent decree or similar agreed order or judgment), settlement, order, process, ruling, subpoena or verdict (whether temporary, preliminary or permanent and whether civil, criminal or administrative) entered, issued, made or rendered by any court, administrative agency, arbitrator, Governmental Entity or other tribunal of competent jurisdiction.

“**Permit**” means any federal, state, local or foreign governmental approval, authorization, consent, license, certification, registration, franchise, variance, exemption, Order or permit, including the Insurance Qualifications.

“**Permitted Encumbrances**” means (a) mechanics’, materialmen’s, warehousemen’s, carriers’, workers’, landlord’s or repairmen’s liens or other similar common law, statutory or consensual Encumbrances that are not, in the aggregate, material to the Company or its business, taken as a whole, (b) liens for Taxes, assessments and other governmental charges not yet due and payable or that are being contested in good faith by appropriate proceeding with reserves taken in accordance with applicable accounting standards, (c) statutory limitations, conditions, exceptions (including easements, covenants, rights of way, restrictions or other similar charges), gaps or other imperfections or defects in title or chain of title affecting interests in real property, or other irregularities or Encumbrances upon interests in real property that do not,

individually or in the aggregate, materially detract from the current value or materially interfere with the current use by the Company of the real property affected thereby, (d) any Encumbrance that is disclosed in Section 1.1(b) of the Seller Disclosure Schedule, (e) covenants, conditions, restrictions, agreements, easements or Encumbrances identified, referenced or reserved against in the Statutory Statements or the Statutory Statements, (f) Encumbrances in favor of banking or other financial institutions arising as a matter of Law encumbering deposits or other funds maintained with a financial institution and not incurred in connection with the borrowing of money by the Company, (g) Encumbrances resulting from any acts or omissions of, or from facts or circumstances relating to, members of Buyer's Group, and (h) any Encumbrances that will be terminated at or prior to Closing in accordance with this Agreement.

"Person" means any natural person, firm, company, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity.

"Post-Closing Tax Period" means a Tax period that begins after the Closing Date, including the portion of any Straddle Period beginning after the Closing Date.

"Pre-Closing Dividend" means a dividend to be paid in cash or other assets by the Company to Seller prior to the Closing Date in order to reduce the Closing Surplus Amount as of the Effective Time (as reasonably projected by the Seller) to an amount that is not less than five million dollars (\$5,000,000) and not more than seven million dollars (\$7,000,000).

"Pre-Closing Tax Period" means a Tax period ending on or before the Closing Date, and the portion of any Straddle Period ending on and including the Closing Date.

"Reinsurance Agreement" means that certain reinsurance agreement to be entered into by and between the Company and the Reinsurer on or prior to the Closing pursuant to which the Reinsurer will assume certain outstanding insurance Liabilities of the Company, in the form attached hereto as Exhibit 1, (a) giving effect to any changes permitted in accordance with the Commitment Agreement and this Agreement (but without limiting the right of Buyer in the case of a Burdensome Condition) and (b) without giving effect to any amendment, modification or assignment of the Reinsurance Agreement, or waiver under the Reinsurance Agreement, that becomes effective after the Closing.

"Reinsurer" means Somerset Reinsurance Ltd.

"Retained Books and Records" means all books, ledgers, files, reports, plans, records, manuals and other materials (in any form or medium) of, or maintained by, Seller and any other members of Seller's Group, other than the Books and Records; provided, that without limiting the foregoing, the following shall be included among the Retained Books and Records: (a) any books, ledgers, files, reports, plans, records, manuals and other materials (in any form or medium) to the extent (i) they are included in or relate to any Excluded Assets or (ii) any Law or, as of the Date of this Agreement, any written third-party confidentiality or similar agreement or provision by which Seller or any other member of Seller's Group, other than the Company, is bound, or any policies or procedures of Seller or any other member of Seller's Group prohibits their transfer, or (iii) any transfer thereof otherwise would subject Seller or any other member of

Seller's Group to any Liability, (b) any emails, provided that the Buyer shall be permitted to retain electronic copies of e-mails that are primarily related to the Company and its business that are retained in accordance with the Company's ordinary course records retention policy (it being understood that the Company's ordinary course records retention policy includes deletion of emails after six (6) months), (c) any portion of any materials that contain information that is not primarily related to the Company, (d) any information collected by Seller or its agents for purposes of administering any Employee Benefit Plan, (e) any information subject to attorney-client privilege of Seller or any other member of Seller's Group, other than information subject to the attorney-client privilege that is primarily related to the Company, (f) records containing information constituting "confidential supervisory information," within the meaning of the rules and regulations of any Banking Regulator ("CSI"), (g) any correspondence with any insurance regulator, Governmental Entity (other than any Banking Regulator) or Taxing Authority not primarily related to the Company, or any correspondence with any Banking Regulator (h) any income Tax Returns or any other Tax Returns or any other information related to Taxes of Seller or any other member of Seller's Group not primarily related to the Company, including any combined, unified, consolidated, affiliated or similar group Tax Returns (or any portion thereof) filed by or on behalf of the Company, or any work papers, documents, books, records, data, correspondence or other information pertaining thereto, (i) confidential information relating to Seller or any member of Seller's Group (including former members of Seller's Group) other than the Company, (j) any customer information or personal identifiable information owned by or in the possession or control of any member of Seller's Group, other than the Company, or any employee of any member of Seller's Group, other than information relating to policyholders of the Company, (k) any legal, regulatory, compliance or other policies or procedures of Seller or any other member of Seller's Group, other than such policies or procedures of and exclusively maintained for the Company and (l) proprietary information of Seller or any other member of Seller's Group to the extent not primarily related to the Company; it being understood that Seller shall be permitted to redact or otherwise exclude from Books and Records any information to the extent it constitutes Retained Books and Records.

"SAP" means the statutory accounting practices prescribed or permitted by the IID.

"Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Seller Disclosure Schedule" means the disclosure schedule (including any attachments thereto) in respect of this Agreement and delivered by Seller to Buyer on the Date of this Agreement, which will be arranged in Sections corresponding to the numbered and lettered Sections contained herein.

"Seller Material Adverse Effect" means a material adverse effect on (x) the financial condition, properties, assets or Liabilities of the Company taken as a whole or (y) the ability of the Company to conduct an insurance business in the jurisdictions where the Company is licensed pursuant to the Insurance Qualifications as of the Date of this Agreement; provided, however, that for purposes of the foregoing clauses (x) and (y) a "Seller Material Adverse Effect" shall exclude any such effect arising out of or in connection with: (a) any change or prospective change in applicable accounting principles, including SAP or GAAP, or any adoption, proposal, implementation or change in Law (including any Law in respect of Taxes) or any enforcement or

interpretation thereof by any Governmental Entity; (b) any change in global, national or regional political conditions (including any pandemics, hostilities, acts of war, sabotage, acts of terrorism, military actions or other force majeure events) or in general global, national or regional economic, business, regulatory, political, or market conditions or in national or global financial or capital markets, including changes in interest or exchange rates or changes in equity markets and corresponding changes in the value of the investment assets of the Company; (c) any change generally affecting participants in any jurisdiction or geographic area in any segment of the industries or markets in which the Company operates; (d) any change resulting from or arising out of hurricanes, earthquakes, floods, other natural disasters or man-made disasters, or any Contagion Event or other *force majeure* event or material worsening of such matters existing as of the date hereof; (e) the announcement of the execution of this Agreement, the announcement of the transactions contemplated hereby, or the consummation of the transactions contemplated hereby (including the Pre-Closing Reorganization Transactions and the payment of the Pre-Closing Dividend) (excluding from this clause (e) any effect resulting from (A) a conflict with any of the provisions of the Constituent Documents of Seller or the Company, (B) a conflict with, breach of or default (with or without notice or lapse of time, or both) under or right of termination under, any Company Contract, Permit or instrument to which the Company is a party, (C) a violation, breach or contravention of any Law applicable to Seller or the Company in any respect or (D) the creation of any Encumbrance upon any of the properties or assets of the Company); (f) the failure of the Company to meet any internal or public projections, forecasts or estimates of performance, revenues or earnings (it being understood that the underlying causes of such failure may, if they are not otherwise excluded from the definition of Seller Material Adverse Effect, be taken into account in determining whether a Seller Material Adverse Effect has occurred); (g) any actions (or the effect of any action) taken (or omitted to be taken) upon the request or instruction of any member of Buyer's Group, or actions that are taken (or omitted to be taken), consistent with the terms hereof, to consummate the purchase and sale of the Company Shares; (h) any occurrence or condition arising out of the identity of or facts relating to Buyer; (i) any actions permitted to be taken or omitted pursuant to, and in accordance with the terms of, this Agreement (including the Pre-Closing Reorganization Transactions and the payment of the Pre-Closing Dividend); (j) the effect of any action taken by Buyer or its Affiliates, agents or representatives, including with respect to the transactions contemplated hereby or with respect to any breach of this Agreement prior to the Closing by Buyer or any of its Affiliates; (k) any adverse change or effect that is cured before the Closing; or (l) any matter set forth in Section 1.1(c) of the Seller Disclosure Schedule; in the case of each of clauses (a), (b), (c), and (d) to the extent any such change or event does not have a disproportionately adverse effect with respect to the Company as compared to the business of other participants in the industries in which the Company operates.

“**Seller's Group**” means, at any time, the group of companies comprised of Wells Fargo & Company, a Delaware corporation, and its subsidiaries at that time (excluding following the Closing, for the avoidance of doubt, the Company).

“**Seller's Trademarks**” means any and all Trademarks owned by any member or members of Seller's Group or any of their Affiliates (including all Trademarks owned by the Company prior to the Closing), including the name “Wells Fargo”, or any derivation, variation, translation, adaptation, abbreviation or acronym of any of the foregoing or any confusingly similar trade name, corporate name or business name, trademark, tag-line, identifying logo, trade dress, monogram, slogan, service mark, domain name, brand name or other name or source identifier or

any Trademark embodying any of the foregoing, whether alone or in combination with any other words, names, logos or Trademarks.

“**Straddle Period**” means any Tax period beginning on or before and ending after the Closing Date.

“**Tax Return**” means any return, report, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any Taxing Authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws, regulations or administrative requirements relating to any Tax.

“**Taxes**” means (a) any federal, state, local or foreign income, gross receipts, capital stock, franchise, profits, premium, withholding, social security, unemployment, disability, payroll, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, alternative minimum, estimated or other tax, including any interest, penalty or addition thereto, whether or not disputed, (b) any liability for payment of amounts described in clause (a) as a result of being a member of an Affiliated Group payable by reason of Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof) or any analogous or similar provision under Law, resulting from a relationship existing at any time on or prior to the Closing Date, and (c) any liability for payment of amounts described in clauses (a) or (b) for a Pre-Closing Tax Period as a result of transferee or successor liability, or any tax sharing, tax indemnity or tax allocation agreement (other than pursuant to a commercial agreement the primary subject of which is not Taxes), that results from an event or circumstance occurring or existing prior to the Closing.

“**Taxing Authority**” means the IRS and any other Governmental Entity responsible for the administration of any Tax.

“**Third Party Claim**” means any claim, communication or demand made by, or any other Action instituted by, any Person not a Party to this Agreement.

“**Treasury Regulations**” means the final, temporary or proposed regulations promulgated by the United States Department of the Treasury Department under the Code.

“**Trademark**” has the meaning set forth in the definition of “Intellectual Property”.

“**Virtual Data Room**” means the virtual data room maintained by Intralinks, Inc. established in connection with the transaction contemplated under this Agreement containing certain documents and information relating to Seller, the Company and its business and assets, and made available in electronic form to Buyer and its representatives

In addition to the foregoing, the following terms are defined in the corresponding Sections of this Agreement:

Accountant	Section 2.2(c)(ii)
Affiliate Agreements.....	Section 3.16
Agreement.....	Preamble

Basket.....	Section 8.1(b)(i)
Buyer.....	Preamble
Buyer Financial Statements	Section 4.8
Buyer Indemnified Parties	Section 8.1(a)
Closing	Section 2.4
Closing Balance Sheet	Section 2.2(c)(i)
Closing Date.....	Section 2.4
Closing Statement	Section 2.2(c)
Company	Recital
Company Contracts.....	Section 3.13
Company Shares	Recital
CPA Cost	Section 2.2(c)(ii)
Date of this Agreement	Preamble
Defense Notice Period	Section 8.3(b)(i)
Delaware Court	Section 11.4
Demand Notice	Section 8.2(b)
Dispute Notice	Section 2.2(c)(ii)
Dispute Period.....	Section 2.2(c)(ii)
Disputed Items	Section 2.2(c)(ii)
Effective Time	Section 2.4
Estimated Closing Statement	Section 2.2(b)
Estimated Closing Surplus Amount.....	Section 2.2(b)
Estimated Purchase Price.....	Section 2.2(b)
Final Closing Surplus Amount.....	Section 2.2(c)(ii)
Form 8023.....	Section 9.7(a)
Form 8883.....	Section 9.7(a)
Indemnification Notice	Section 8.2(a)
Indemnified Director.....	Section 5.8(a)
Indemnified Officer	Section 5.8(a)
Indemnified Party.....	Section 8.2(a)
Indemnifying Party	Section 8.2(a)
Insurance Qualification.....	Section 3.11(c)
Insurance Qualifications	Section 3.11(c)
Losses.....	Section 8.1(a)
Material Filings.....	Section 5.4(a)
Notice Period	Section 2.2(c)(ii)
NPI	Section 5.6(d)
Outside Date.....	Section 10.1(d)
Parties.....	Preamble
Party	Preamble
Post-Closing Arrangements	Section 5.11(c)
Post-Closing Statutory Statements.....	Section 5.9(b)
Pre-Closing Reorganization	Section 5.11(a)
Pre-Closing Tax Claim	Section 9.4(a)
Producers.....	Section 3.14(d)
Remaining Disputed Items.....	Section 2.2(c)(ii)

Rescinded Insurance Event	Section 5.4(f)
Rescinded Insurance Qualification	Section 5.4(f)
Resolution Period.....	Section 5.4(e)
Resolved Items.....	Section 2.2(c)(ii)
Section 338(h)(10) Election.....	Section 9.7(a)
Seller	Recital
Seller Financial Statement	Section 3.4(c)
Seller Indemnified Parties.....	Section 8.1(c)
Statutory Statements	Section 3.4(a)
Straddle Period Tax Claim.....	Section 9.4(c)
Tax Claim.....	Section 9.4(a)
Transfer Taxes	Section 9.6
Transition	Section 5.17(a)
Transition Committee	Section 5.17(a)
Transition Leader	Section 5.17(a)
Transition Plan	Section 5.17(a)

Section 1.2 Other Definitional Provisions

(a) the words “hereof”, “herein”, “hereby” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement;

(c) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa;

(d) the terms “USD”, “Dollars” and “\$” mean United States Dollars;

(e) whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import;

(f) the terms “ordinary course” and “ordinary course of business”, when used in this Agreement, shall refer to the ordinary conduct of the business of the Company, consistent in all material respects with the normal day-to-day customs, practices and procedures of Seller and/or the Company;

(g) references herein to either gender includes the other gender;

(h) references to a “company” include any company, corporation or body corporate (including a limited liability company), wherever incorporated;

(i) references to “subsidiary” mean, in respect of any person, any corporation, company (including any limited liability company), association, partnership, joint venture or other business entity of which 50% or more of the total voting power of the voting stock is at the time owned or controlled, directly or indirectly;

(j) a company is deemed to be another’s “holding company” if (but only if) the other is its subsidiary;

(k) references to “paragraphs”, “Clauses”, “Articles”, “Sections”, “Recitals”, “Annexes”, “Schedules”, “Buyer Disclosure Schedule” and “Seller Disclosure Schedule” are to paragraphs, Clauses, Articles, Sections and Recitals of, Annexes, Schedules and Disclosure Schedules to this Agreement. References to “paragraphs”, “Sections” and “Parts” of the Annexes are to paragraphs, Sections and Parts of the Annexes to this Agreement;

(l) a reference to any statute or statutory provision, or other rule, regulation, policy or procedure, shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, re-enacted or replaced except to the extent that any statutory provision or rule, regulation, policy or procedure made or enacted, or as amended, modified, re-enacted or replaced, after the Date of this Agreement would create or increase a Liability of Seller under this Agreement;

(m) references to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm;

(n) references to a time of day are, unless otherwise specified, references to New York time;

(o) any fact or item disclosed in any section of a Disclosure Schedule shall be deemed disclosed in all other sections of such Disclosure Schedule, as applicable, to which such fact or item may apply where the relevance of such disclosure is readily apparent from the text or information disclosed;

(p) disclosure of any item in a Disclosure Schedule shall not be deemed an admission that such item represents a material item, fact, exception of fact, event or circumstance or that occurrence or non-occurrence of any change or effect related to such item would result in a Seller Material Adverse Effect or Buyer Material Adverse Effect, as applicable;

(q) references to “made available,” “provided to” or “delivered to” (or words of similar import) in respect of information made available (or words of similar import) by Seller mean any information made available, provided or delivered to a member of Buyer’s Group or its representatives (including any information contained or posted in the Virtual Data Room) by or on behalf of any member of Seller’s Group;

(r) references to writing shall include any mode of reproducing words in a legible and non-transitory form;

(s) claims, proceedings, disputes, investigations, actions and other matters will only be deemed to have been threatened if sufficient written notice, demand or statement has been given; and

(t) the rule known as the *ejusdem generis* rule shall not apply, and accordingly, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

ARTICLE II PURCHASE AND SALE OF CAPITAL STOCK

Section 2.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Company Shares, free and clear of all Encumbrances.

Section 2.2 Purchase Price.

(a) The aggregate purchase price to be paid at Closing for the Company Shares (the “**Purchase Price**”), subject to adjustment in accordance with Section 2.2(c), shall be an amount equal to the sum of

- (i) an amount equal to the Closing Surplus Amount; plus
- (ii) an amount equal to \$2,320,000;

provided, that the Purchase Price shall be reduced by (A) \$120,000 for each of Georgia, Illinois, New Jersey or Texas, if any, whose Insurance Qualification is a Rescinded Insurance Qualification at the time of Closing and (B) \$90,000 for each jurisdiction other than Georgia, Illinois, New Jersey or Texas, if any, whose Insurance Qualification is a Rescinded Insurance Qualification at the time of Closing. Notwithstanding anything herein to the contrary, in the event that all or a portion of the Pre-Closing Dividend has not been paid prior to the Closing and Buyer elects to waive the condition set forth in Section 6.1(j), at Closing Buyer shall pay Seller dollar-for-dollar for the full amount of the Closing Surplus Amount as part of the Purchase Price without limitation or deduction.

(b) No later than five (5) Business Days prior to the anticipated Closing Date, Seller shall deliver to Buyer a statement, substantially in the form of the reference balance sheet attached hereto as Exhibit 2 (the “**Estimated Closing Statement**”), consisting of (i) an estimated balance sheet of the Company as of the Effective Time, prepared in good faith in accordance with the Accounting Principles, (ii) a listing of the investment assets of the Company (excluding those assets allocated to the funds withheld account in accordance with the terms and conditions of the Reinsurance Agreement and after giving effect to the sale or transfer of investment assets contemplated by Section 5.14(b)) as of the Effective Time, including a statement of the estimated statutory carrying value and the estimated Fair Market Value thereof, and (iii) a good faith estimate of the Closing Surplus Amount (the “**Estimated Closing Surplus Amount**”) and the estimated Purchase Price derived therefrom (the “**Estimated Purchase Price**”). Seller’s delivery of the Estimated Closing Statement shall be accompanied by reasonable supporting documentation with respect to the calculation of the Estimated Closing Surplus Amount.

(c) Post-Closing Adjustments.

(i) No later than sixty (60) days following the Closing Date, Seller shall prepare and deliver to Buyer a statement (the “**Closing Statement**”) consisting of (A) a balance sheet of the Company as of the Effective Time, prepared in good faith in accordance with the Accounting Principles (the “**Closing Balance Sheet**”), (B) a listing of the investment assets of the Company as of the Effective Time, including a statement of the statutory carrying value and Fair Market Value thereof, and (C) a calculation of the Closing Surplus Amount and the Purchase Price derived therefrom. Seller’s delivery of the Closing Statement shall be accompanied by reasonable supporting documentation with respect to the calculation of the Closing Surplus Amount. Following delivery of the Closing Statement and such supporting documentation, Seller shall make available to Buyer and its representatives, upon reasonable advance notice and during normal business hours, all books, records, work papers, personnel and other information of the Company to the extent requested by Buyer and reasonably necessary to review and evaluate the computations set forth therein. Notwithstanding the provisions of this Section 2.2, the Parties acknowledge and agree that the Final Closing Surplus Amount shall not be deemed final, whether as agreed to by the Parties or pursuant to the dispute resolution procedures set forth in this Section 2.2, and the adjustment to be paid pursuant to Section 2.2(c)(iv) shall not be paid, prior to the final determination of the Final Reserve Amount (as such term is defined in the Reinsurance Agreement) and the payment of the amounts in respect thereof pursuant to Article IV of the Reinsurance Agreement, it being the intent of the Parties that the Final Closing Surplus Amount shall take into account any payments made after the Closing Date by the Company and the Reinsurer in accordance with Article IV of the Reinsurance Agreement.

(ii) Within sixty (60) days following the delivery of the Closing Statement by Seller to Buyer (the “**Notice Period**”) setting forth the Closing Surplus Amount, Buyer shall deliver notice in writing to Seller of either (A) Buyer’s agreement as to the Closing Surplus Amount set forth in the Closing Statement or (B) Buyer’s dispute thereof (if any), specifying in reasonable detail the items or amounts with which Buyer disagrees and the basis therefor (any such items in dispute, the “**Disputed Items**” and any such notice of the Disputed Items, the “**Dispute Notice**”). If Buyer agrees to the Closing Surplus Amount set forth in the Closing Statement or Buyer fails to deliver to Seller a Dispute Notice within the Notice Period, then the calculation of the Closing Surplus Amount set forth in the Closing Statement, shall be deemed to be the “**Final Closing Surplus Amount**” and binding on the Parties enforceable by any court of competent jurisdiction, except in the case of fraud. If Buyer delivers a Dispute Notice to Seller prior to the expiration of the Notice Period, each Party shall cooperate and shall cause its representatives to cooperate with the other Party and their representatives in good faith to seek to promptly resolve the Disputed Items. Any Disputed Items that are agreed to in writing by the Parties (such resolved Disputed Items, “**Resolved Items**”) within fifteen (15) days of receipt of the Dispute Notice or such other time as is mutually agreed in writing by the Parties (the “**Dispute Period**”) shall be final and binding upon the Parties. If at the end of the Dispute Period, the Parties have failed to reach agreement with respect to any Disputed Items (such unresolved Disputed Items, “**Remaining Disputed Items**”), such Remaining Disputed Items shall, within twenty (20) days after the expiration of the Dispute Period, be submitted to an independent accounting firm of national reputation jointly agreed to by Seller and Buyer which has experience in the substance of the Remaining Disputed Items. In the event that the Parties fail to appoint an independent accounting firm pursuant to the immediately preceding sentence within such twenty (20) day

period, the Parties agree that the independent accounting firm shall be appointed (on the application of either Party) by the President of the American Institute of Certified Public Accountants. The accounting firm so selected shall be referred to herein as the “**Accountant.**” The Accountant may consider only the Remaining Disputed Items and must resolve such Remaining Disputed Items in accordance with the terms and provisions of this Agreement and based solely on the submissions by Seller and Buyer. In resolving any disputed item, the Accountant may not assign a value to any item greater than the greatest value for such item claimed by either Party or less than the lowest value for such items claimed by either Party. Buyer and Seller shall use reasonable efforts to cause the Accountant to render a written decision resolving the Remaining Disputed Items submitted to the Accountant within thirty (30) days of the making of such submission. The Accountant shall deliver a written report setting forth the resolution of each Remaining Disputed Item and the resulting adjustments to the Closing Surplus Amount. Except in the case of fraud, the conclusions in the Accountant’s written report, including the adjustments to the balance sheet prepared in accordance with Section 2.2(c)(i) above and taking into account the effect of Resolved Items, shall be deemed to be the “**Final Closing Surplus Amount**”, binding upon the Parties and enforceable by any court of competent jurisdiction. The cost of the Accountant’s review and determination pursuant to this Section 2.2 (the “**CPA Cost**”) shall be borne severally and not jointly by Seller and Buyer. Buyer shall be responsible for an amount equal to (I) the CPA Cost *multiplied* by (II) the percentage that is equal to (x) the amount of the Remaining Disputed Items determined by the Accountant in favor of Seller *divided* by (y) the aggregate amount of all Remaining Disputed Items. Seller shall pay an amount equal to (i) the CPA Cost *multiplied* by (ii) the percentage that is equal to (x) the amount of the Remaining Disputed Items determined by the Accountant in favor of Buyer *divided* by (y) the aggregate amount of all Remaining Disputed Items.

(iii) During the time in which the Accountant is reviewing the Remaining Disputed Items, each Party shall make available to the Accountant such work papers, schedules, books and records and other supporting documents and data as the Accountant may reasonably request to resolve the Remaining Disputed Items; provided, however, that the independent accountants of Seller or Buyer shall not be obligated to make any working papers available to the Accountant unless and until the 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. All information, working papers or other data as to which Buyer (or, as applicable, Seller) or any other member of Buyer’s Group (or, as applicable, Seller’s Group) shall have access or may obtain pursuant to this Section 2.2 shall be returned to Seller (or, as applicable, to Buyer) promptly upon completion of the procedures described in this Section 2.2. Buyer (or, as applicable, Seller) shall assume responsibility for expunging copies of any such information, working papers or other data from any computer, word processor or other device containing such information otherwise required to be returned by it pursuant to the preceding sentence. For the avoidance of doubt, all working papers provided pursuant to this Section 2.2 shall remain the sole property of the relevant member or members of Seller’s Group or Buyer’s Group, as the case may be.

(iv) On the fifth (5th) Business Day following the determination of the Final Closing Surplus Amount, (A) if the Final Closing Surplus Amount exceeds the Estimated Statutory Surplus Amount (any such excess the “**Positive Adjustment**”), Buyer shall pay to Seller the lesser of (1) the amount of such Positive Adjustment or (2) \$2,000,000 to Seller, or (B) if the

Estimated Statutory Surplus Amount exceeds the Final Closing Surplus Amount, Seller shall pay the amount of such excess to Buyer. If the Positive Adjustment exceeds \$2,000,000 (such excess, together with interest accrued thereon as hereafter provided in this paragraph, the “Deferred Adjustment Amount”), then following the determination of the Final Closing Surplus Amount, Buyer shall, and shall cause the Company to, use commercially reasonable efforts to seek such Governmental Approvals as may be necessary or appropriate to permit the Company to pay dividends to Buyer in an aggregate amount not less than the Deferred Adjustment Amount and, promptly following receipt of any such Governmental Approvals, to cause the Company to declare and pay such dividends to Buyer. Buyer shall pay to Seller, within five (5) Business Days following receipt of any such dividends, an amount equal to the lesser of the amount so received from the Company or the remaining Deferred Adjustment Amount. Not later than the date that is the later of nine (9) months after the Closing Date or six (6) months after the determination of the Final Closing Surplus Amount, Buyer shall pay to Seller the entire remaining Deferred Adjustment Amount (if any), regardless of whether any such Governmental Approval described in this Section 2.2(c)(iv) has been obtained or any such dividend has been paid. Interest shall accrue on the Deferred Adjustment Amount from the date of determination of the Final Closing Surplus Amount to the date of payment at a rate of two percent (2.0%) per annum. All payments pursuant to this paragraph shall be made via wire transfer of immediately available funds to an account designated in writing by the applicable recipient.

(v) For the avoidance of doubt, any change in SAP, GAAP, Law or any other rule that is adopted after the last day of the calendar quarter ending immediately prior to the Closing Date shall not be given effect in the determination of the Final Closing Surplus Amount to the extent that any such change was not given effect in the preparation of the Estimated Closing Statement and the calculation of the net unrealized gains and losses on investments as of that date.

(vi) The Parties hereto hereby acknowledge and agree that any amounts paid pursuant to this Section 2.2(c) shall be deemed an adjustment to the Purchase Price.

Section 2.3 Excluded Assets. Notwithstanding anything herein to the contrary, the Company shall not retain any right, title or interest in and to, the Excluded Assets (for the avoidance of doubt, Seller’s Group will use reasonable best efforts to cause the Company to transfer all Excluded Assets out of the Company prior to the Closing as part of or in connection with the Pre-Closing Reorganization Transactions contemplated by Section 5.11). Buyer shall, and shall cause the Company or any other member of Buyer’s Group to, transfer to Seller, as soon as reasonably practicable following the Closing, any Excluded Assets that remain in the possession of the Company, Buyer or any member of Buyer’s Group following the Closing.

Section 2.4 Closing. Unless this Agreement shall have been terminated pursuant to Section 10.1, the consummation of the purchase and sale of the Company Shares and the other transactions contemplated by this Agreement (the “Closing”) shall take place at 11:59 p.m. on the final Business Day of the month in which all of the conditions set forth in Article VI have been satisfied or waived (except for those conditions that by their nature cannot be satisfied until the Closing but subject to the satisfaction or waiver of those conditions at the Closing) (unless all such conditions are satisfied during the last two Business Days of such month, in which case the Closing shall take place on the final Business Day of the following month), provided, that if such month is the final month of a calendar quarter, then the Closing shall take place on the final Business Day

of the succeeding month, unless another date, time or place is agreed to in writing by the Parties, or on such other date and/or time as is mutually agreed to in writing Buyer and Seller (such time, the “**Effective Time**”, and such date, the “**Closing Date**”). Unless a place is agreed to in writing by the Parties, documents to be delivered at Closing shall be delivered by electronic mail (as a .pdf, .tif, .jpeg, DocuSign or similar uneditable attachment).

Section 2.5 Closing Deliveries.

At the Closing, the Parties shall take the following actions:

(a) Seller shall deliver to Buyer:

(i) the certificate representing the Company Shares to be transferred by Seller to Buyer, duly endorsed in blank (or accompanied by stock powers executed in blank) with any required transfer stamps affixed or provided for;

(ii) a receipt duly executed by an officer of Seller acknowledging receipt by Seller of the Purchase Price;

(iii) the officer’s certificate contemplated in Section 6.1(a) and Section 6.1(b);

(iv) the written resignations of all directors and officers of the Company, which resignations shall be dated and effective as of or prior to the Closing;

(v) copies (or other evidence) of all valid approvals or authorizations of all Persons required to be obtained, filed or made by Seller in satisfaction of Section 6.1(c);

(vi) a certificate of the Secretary or Assistant Secretary of Seller, dated as of the Closing Date, certifying the completeness and correctness of attached copies of the Company’s Constituent Documents;

(vii) the Insurance Qualifications, to the extent evidenced by a document or other instrument; provided, that this clause (vii) shall apply only to each Insurance Qualification that is not a Rescinded Insurance Qualification at the time of the Closing;

(viii) for each Insurance Qualification, a Certificate of Deposit, or solely to the extent issued by the applicable insurance regulators, other comparable documentation, dated within forty-five (45) days of the Closing Date if the Company is required to maintain deposits in such jurisdiction (unless such jurisdiction will not issue such a certificate, in which event, the deposit will be evidenced by a certificate executed by a senior officer of Seller); provided, that this clause (viii) shall apply only to each Insurance Qualification that is not a Rescinded Insurance Qualification at the time of the Closing;

(ix) evidence reasonably satisfactory to Buyer of the termination, settlement or extinguishment of any and all liabilities, obligations, payments, contracts, commitments, reinsurance treaties or other arrangements or understandings terminated, settled or extinguished pursuant to Section 5.13;

(x) all Books and Records that are reasonably capable of being delivered to Buyer prior to the Closing in accordance with the Transition Plan contemplated in Section 5.17(a) (it being understood that the delivery of certain Books and Records in physical form may be delayed as a result of office closures relating to a Contagion Event); provided, that Seller shall be permitted to retain a copy of such Books and Records for its internal recordkeeping purposes;

(xi) all such additional instruments, documents and certificates provided for by this Agreement in connection with the consummation of the transactions contemplated by this Agreement; and

(xii) a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445(b)(2) of the Code, stating that Seller is not a “foreign person” as defined in Section 1445 of the Code.

(b) Buyer shall deliver to Seller:

(i) the Estimated Purchase Price, by wire transfer of immediately available funds to the account designated in writing by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) a receipt duly executed by an officer of Buyer acknowledging receipt of the certificate(s) set forth in Section 2.5(a)(i);

(iii) copies (or other evidence) of all valid approvals or authorizations of all Persons required to be obtained, filed or made by Buyer in satisfaction of Section 6.2(c);

(iv) the officer’s certificate contemplated in Section 6.2(a) and Section 6.2(b);

(v) all such additional instruments, documents and certificates provided for by this Agreement in connection with the consummation of the transactions contemplated by this Agreement; and

(vi) a properly completed and executed Form 8023, as described in Section 9.7(a).

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, as of the Date of this Agreement and as of the Closing Date, as follows:

Section 3.1 Organization, Standing, Corporate Power and Authorization; Corporate Books and Records of the Company.

(a) The Company is a stock insurance company duly organized, validly existing and in good standing under the Laws of the State of Iowa and has the requisite corporate power and authority to own its properties and assets and to carry on its business as currently conducted. The Company is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of its properties and assets or the conduct of its business as currently conducted requires such qualification, except for those jurisdictions where the failure to be so qualified or to be in good standing would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect.

(b) Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Iowa and has the requisite limited liability company power and authority to own its properties and assets.

(c) Seller has the requisite limited liability company power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and such other agreements and instruments as are to be executed by Seller pursuant hereto, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary organizational action on the part of Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller. This Agreement constitutes (assuming due authorization, execution and delivery by Buyer) the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms subject to the effect of receivership, conservatorship and supervisory powers of bank or insurance regulatory agencies generally, as well as bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether construed in proceeding at law or in equity).

(d) Seller has delivered or otherwise made available to Buyer (i) the stock ledger and minute books of the Company that are in the possession or control of Seller and (ii) true, accurate and complete copies of the articles of incorporation and bylaws of the Company as amended to date, which have been approved by applicable regulatory authorities (to the extent required). Such stock ledger and minute books are true, accurate and complete in all material respects and have been maintained in all material respects in accordance with applicable Law, it being understood that Seller shall be permitted to redact or otherwise exclude portions of such minute books to the extent they constitute Retained Books and Records.

Section 3.2 Capital Structure.

(a) Section 3.2(a) of the Seller Disclosure Schedule sets forth the number of authorized, issued and outstanding Company Shares. Seller legally and beneficially owns all of the Company Shares, free and clear of any Encumbrances (other than any restrictions imposed by the Securities Act, other applicable securities Laws or applicable insurance Laws). No class of

preferred stock or equity securities of any kind of the Company (except for the Company Shares) is authorized, issued or outstanding.

(b) All the issued and outstanding Company Shares have been duly authorized and validly issued and are fully paid, non-assessable and not issued in violation of any preemptive or other similar right. There are no (i) outstanding options, warrants, rights of conversion, exchange, call or purchase or any similar rights in respect of, or (ii) agreements or understandings outstanding with respect to the issue, voting, dividend rights, sale or transfer of, any shares of capital stock or any other security of the Company, and the Company has no obligation of any kind to issue additional securities.

(c) The Company does not own any equity interests in any Person.

(d) Except as set forth in Section 3.2(d) of the Seller Disclosure Schedule, the Company has not issued and does not have outstanding any bonds, debentures, notes, debt instruments or other indebtedness.

Section 3.3 Non-Contravention; Consents.

(a) Except as set forth in Section 3.3(a) of the Seller Disclosure Schedule, the execution, delivery and performance by Seller of this Agreement does not, and the consummation of the transactions contemplated hereby will not, (i) conflict with any of the provisions of the Constituent Documents of Seller or the Company; (ii) conflict with, result in a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination under, any Company Contract, Permit or instrument to which the Company is a party; (iii) violate, breach or contravene in any material respect any Law applicable to Seller or the Company; or (iv) result in the creation of any Encumbrance (other than any Permitted Encumbrance) upon any of the properties or assets of the Company, except in the case of clauses (ii) and (iv) of this Section 3.3(a), for any such conflicts, violations, breaches, defaults, or terminations that would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect.

(b) No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity or Person, is required to be made by Seller, any Affiliate of Seller or the Company in connection with the execution, delivery and performance of this Agreement or the consummation of any of the transactions contemplated by this Agreement by Seller, any Affiliate of Seller or the Company, except for (i) those consents, approvals, authorizations, declarations, filings or notices set forth in Section 3.3(b) of the Seller Disclosure Schedule and (ii) such other consents, approvals, authorizations, declarations, filings or notices the failure of which to be obtained or made would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect.

Section 3.4 Financial Statements.

(a) Seller has furnished Buyer with true and complete copies of the following statutory statements of the Company, in each case together with the exhibits, interrogatories, schedules and notes thereto and any actuarial opinions, affirmations and certifications or other supporting documents required to be filed therewith (collectively, the “**Statutory Statements**”): (i) the annual statements and the audited annual statutory financial statements including the

accompanying independent auditors' reports as of December 31 for each of the years 2019 and 2018, in each case, as filed with the IID; and (ii) the unaudited quarterly statutory financial statement for the quarterly periods ended March 31, 2020 and June 30, 2020, as filed with the IID.

(b) Except as set forth in Section 3.4(b) of the Seller Disclosure Schedule, (i) the Statutory Statements were prepared in accordance with SAP, consistently applied for the periods covered thereby; (ii) the Statutory Statements were prepared in all material respects in accordance with the books and records of the Company; (iii) the Statutory Statements present fairly in all material respects the statutory financial position of the Company at the respective date thereof and the statutory results of operations, capital and surplus and cash flows of the Company for the respective periods then ended (subject, in the case of any interim financial statements included in the Statutory Statements, to normal year-end adjustments, and to the absence of footnotes); (iv) the Statutory Statements complied in all material respects with applicable Law when filed; (v) the Statutory Statements were filed with or submitted to the IID, in a timely manner on forms prescribed by the IID; (vi) no material weakness or deficiency has been asserted by the Company's auditor in connection with the delivery of its final audit opinions or any Governmental Entity with respect to any of the Statutory Statements that has not been cured, waived or otherwise resolved to the satisfaction of such auditor or Governmental Entity; and (vii) there are no permitted accounting practices utilized in the preparation of the Statutory Statements.

(c) Seller has furnished Buyer with copies of the financial statements of Seller, consisting of (i) the unaudited financial statements (including balance sheets and statements of earnings) of Seller for the years ended 2019 and 2018 and (ii) unaudited balance sheets of Seller as of March 31, 2020 and June 30, 2020 (each a "**Seller Financial Statement**").

(d) Except as set forth in Section 3.4(d) of the Seller Disclosure Schedule, the Seller Financial Statements (i) were prepared in accordance with GAAP applied on a consistent basis (except in the case of unaudited statements, for the absence of footnote disclosure) and with the books and records of Seller; and (ii) fairly present in all material respects the assets, Liabilities, financial position, results of operations and cash flows of Seller as of the dates and for the periods indicated (subject, in the case of any interim financial statements included in the Seller Financial Statements, to normal year-end adjustments, and to the absence of footnotes).

Section 3.5 Rights to the Company Shares. Upon consummation of the transactions contemplated by this Agreement, including the execution and delivery of documents in accordance with Section 2.5, at the Closing, Buyer shall acquire good and valid right, title and interest in and to the Company Shares, free of any Encumbrances (excluding any Encumbrances of Buyer and other than any restrictions imposed by the Securities Act, other applicable securities Laws or applicable insurance Laws).

Section 3.6 No Undisclosed Liabilities. Except for those Liabilities that (i) are specifically reserved against in the unaudited quarterly statutory financial statement for the quarterly period ended June 30, 2020, as filed with the IID, (ii) are assumed by the Reinsurer under the Reinsurance Agreement or are payable to the Reinsurer under the Reinsurance Agreement or are set forth in Section 3.6 of the Seller Disclosure Schedule or (iii) were (A) incurred in the ordinary course of business after June 30, 2020, (B) have not had and would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the business,

operations, condition (financial or otherwise) or results of operations of the Company and (C) taken into account in the Final Closing Surplus Amount calculated pursuant to Section 2.2(c), the Company has no Liabilities.

Section 3.7 Employees; Labor Matters.

(a) Section 3.7(a) of the Seller Disclosure Schedule sets forth a true, accurate and complete list of all officers and directors of the Company.

(b) Since June 30, 2019, the Company has not had any employees. Except as set forth in Section 3.7(b) of the Seller Disclosure Schedule, the Company does not have any responsibilities or Liabilities in respect of any employees, consultants or individual independent contractors, including any Liabilities to any Governmental Entity relating to employees and no current or former employee, consultant or independent contractor of the Company will become entitled to any payment, compensation or benefit from or attributable to the Company, including the acceleration thereof, in connection with the transactions contemplated by this Agreement (either alone or in conjunction with any other event).

(c) Since December 31, 2017, the Company has not been party to any labor or collective bargaining agreement or other agreement with any labor organization.

Section 3.8 Benefit Plans.

(a) The Company (i) has never sponsored, maintained or contributed to any Employee Benefit Plan and (ii) has no debts, commitments, Liabilities or obligations of any kind or nature whatsoever, whether accrued, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, contingent, absolute, known or unknown, due or to become due, determined, determinable or otherwise (and there is no existing condition, situation or set of circumstances which would reasonably be expected to result in such a debt, Liability, obligation or commitment) with respect to any Employee Benefit Plan (including any excise, income or other Tax or any penalties, or any Liability or obligation to the Pension Benefit Guaranty Corporation under Section 4001, et seq. of ERISA). No condition exists that is reasonably likely to result in the Company incurring liability under Title IV of ERISA, either directly or with respect to any ERISA Affiliate.

(b) The Company has made no plan or commitment, whether or not legally binding, to create any Employee Benefit Plan.

Section 3.9 Absence of Certain Changes or Events. Since December 31, 2019, there has not been any Seller Material Adverse Effect. Except as contemplated or permitted by this Agreement, and except as disclosed in Section 3.9 of the Seller Disclosure Schedule, since December 31, 2019, the Company has not taken any action or omitted to take any action that, if taken or omitted to be taken following the date hereof and prior to the Closing, would have required the consent of Buyer pursuant to Section 5.1.

Section 3.10 Taxes.

(a) All income and other material Tax Returns of the Company that are required to be filed prior to the date hereof (taking into account any available extensions) have been timely filed, all such Tax Returns are true and complete in all material respects, all income and other material Taxes for which the Company is liable have been timely paid, and all deficiencies asserted in writing or assessments made in writing by the relevant Taxing Authority in connection with any such Tax Return have been timely paid (except for Taxes that are being contested in good faith).

(b) The Company has properly withheld and paid to the relevant Taxing Authority all Taxes required to have been withheld and paid with respect to any employee, creditor, independent contractor, or third parties.

(c) No claim has been made by any Taxing Authority in a jurisdiction where the Company has not filed a Tax Return that it is or may be subject to Tax by such jurisdiction, nor to Seller's Knowledge is any such assertion threatened.

(d) The Company is a member of the "selling consolidated group" within the meaning of Section 338(h)(10)(B) of the Code, which includes Seller.

(e) There are no liens for Taxes upon any assets of the Company, other than Permitted Encumbrances.

(f) Other than with respect to consolidated, combined or unitary Tax Returns which include the Company, no waiver extending any statute of limitations with respect to any Taxes or agreement to any extension of time with respect to any Tax assessment or deficiency in respect to the Company remains outstanding.

(g) Other than with respect to consolidated, combined or unitary Tax Returns which include the Company, no audits or administrative or judicial proceedings are pending or being conducted, or to Seller's Knowledge, are threatened with respect to the Taxes of the Company.

(h) For taxable years beginning after December 31, 1982, the Company (i) has not been a member of an Affiliated Group filing a consolidated federal income Tax Return (other than Seller's Group) and (ii) has no liability for the Taxes of any person (other than members of Seller's Group) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, or as a result of any tax sharing, tax indemnity, tax allocation or similar agreement (other than pursuant to a commercial agreement the primary subject of which is not Taxes).

(i) The Company is not and has never been a party to any "listed transaction," as defined in Code Section 6707A(c)(2) and Treasury Regulation Section 1.6011-4(b)(2).

(j) The Company will not be required to include any item of income in, or exclude any 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) "closing agreement" as described in Section

7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing Date; (iii) 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 foreign income Tax law); (iv) installment sale or open transaction disposition made on or prior to the Closing Date; or (v) prepaid amount received on or prior to the Closing Date.

Section 3.11 Compliance with Applicable Law; Insurance Qualifications.

(a) Except as set forth in Section 3.11 of the Seller Disclosure Schedule, (i) the Company has in full force and effect, and is in compliance with, all Permits necessary for it to own, lease or operate its properties and assets and to carry on its business as now conducted; (ii) the Company is, and since December 31, 2017, has been, in compliance in all material respects with applicable Law; (iii) the Company has not received any written, or to the Knowledge of Seller, unwritten notice from any Governmental Entity or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any applicable Law or the terms or requirements of any Permit, or (B) any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, restriction, termination of, or material modification to any Permit; (iv) all applications required to have been filed for the renewal of each Permit have been duly filed on a timely basis with the appropriate Governmental Entity, and all other filings required to have been made with respect to each Permit have been duly made on a timely basis with the appropriate Governmental Entity; and (v) no proceeding to revoke, withdraw, suspend, cancel, terminate, materially modify or restrict any Permit is pending or, to Knowledge of Seller, threatened, in the cases of clauses (i), (iii) and (iv), except as would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect. Seller has delivered or otherwise made available to Buyer copies of all written correspondence with Governmental Entities (excluding email correspondence that (A) is not primarily related to the Company and its business, (B) is not retained in accordance with the Company's ordinary course records retention policy (it being understood that the Company's ordinary course records retention policy includes deletion of emails after six (6) months) or (C) constitutes or contains CSI) within its possession or control that are primarily related and material to the conduct of the Company's business. Notwithstanding the foregoing and without limiting the rights of Buyer under Section 6.1(i), Seller shall not be deemed to have breached this Section 3.11(a) in respect of any Insurance Qualification that becomes a Rescinded Insurance Qualification after the date hereof, to the extent that such Rescinded Insurance Qualification has resulted in a reduction in the Purchase Price pursuant to the proviso in Section 2.2(a).

(b) Except for Insurance Qualifications that first become Rescinded Insurance Qualifications after the date hereof, if any, and except as set forth in Section 3.11 of the Seller Disclosure Schedule, since December 31, 2017 the Company has not had any Insurance Qualification revoked, restricted (other than as originally issued) or suspended, or any "cease and desist" order issued with regard to any Insurance Qualification or with regard to any of the business or operations of the Company, nor to the Knowledge of Seller has the Company been involved in any proceeding to revoke, restrict or suspend any Insurance Qualification or subject any Insurance Qualification to any "cease or desist" order, nor is any proceeding pending or to the Knowledge of Seller threatened which would have that effect.

(c) Section 3.11 of the Seller Disclosure Schedule sets forth a list of each jurisdiction in which the Company has, as of the date hereof, a valid, effective and subsisting certificate, license or other document issued by the commissioner of insurance or other regulatory official or similar body evidencing the authority of the Company to carry on and transact insurance business as an authorized insurer within such official's, or body's jurisdiction (each, an "Insurance Qualification," and collectively, the "Insurance Qualifications"; provided, however, that any such certificate, license or other document that gives the Company authority to carry on and transact insurance business in New York, Guam or the Northern Mariana Islands shall not constitute an Insurance Qualification hereunder, including for purposes of Section 2.2). Except as set forth on Section 3.11 of the Seller Disclosure Schedule, and subject to the existence of any Rescinded Insurance Qualification that first became a Rescinded Insurance Qualification after the date hereof, the Company has legal authority in all material respects to carry on and transact all the kinds of insurance business permitted by its Insurance Qualifications in each such jurisdiction in which it has an Insurance Qualification, and to own, lease and operate its assets, properties and business both as now carried on and as permitted to be carried on pursuant to each such Insurance Qualification.

Section 3.12 Litigation. Except as set forth in Section 3.12 of the Seller Disclosure Schedule, and other than claims under the terms of Insurance Contracts that were incurred in the ordinary course of business, there are no (a) Actions or Orders issued, pending or, to the Knowledge of Seller, threatened against Seller or the Company or any of their respective properties or assets, at law, in equity or otherwise, in, before or by, or otherwise involving any Governmental Entity or other Person that (i) are material to the Company, (ii) individually or in the aggregate, challenge the validity or legality of, or have the effect of prohibiting, preventing, restraining, delaying, making illegal or otherwise interfering with, this Agreement or the consummation of transactions contemplated by this Agreement or (iii) challenge the ability or authority of the Company to conduct or transact any insurance business, or (b) unsatisfied judgments or outstanding injunctions, decrees or awards against the Company or against any of its respective assets, businesses or properties.

Section 3.13 Contracts. Section 3.13 of the Seller Disclosure Schedule lists all Contracts (other than any Affiliate Agreement) providing for the payment or receipt of amounts in excess of \$50,000 to which the Company is a party or by which it or properties or assets owned or used by it are bound or affected and currently in effect (collectively, the "Company Contracts"). Seller has furnished or made available to Buyer true, accurate and complete copies of the Company Contracts. Each Company Contract is the legal, valid and binding obligation of the Company, and to the Knowledge of Seller, and assuming the due authorization, execution and delivery of such Company Contract by each other part thereto, of each other party thereto, and is enforceable in accordance with its terms, subject to the effect of receivership, conservatorship and supervisory powers of bank or insurance regulatory agencies generally, as well as bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether construed in proceeding at law or in equity). The Company is not, and to the Knowledge of Seller, no other party is, in material violation or default of any term of any such Company Contract and no condition or event exists which with the giving of notice or the passage of time, or both, would constitute a material violation or default of any Company Contract by the Company or permit the termination, modification, cancellation or acceleration of performance of

the obligations of the Company or any other party to such Company Contract. None of the Company Contracts (a) commits the Company to pay any fees, bonus or other amount upon or following any change in control, or change in the nature of the business of the Company or (b) contains covenants restricting, restraining or impairing the ability of (i) the Company to engage in any line of business or with any Person, to compete with any Person, to do business with any Person or in any location or to employ any Person or (ii) any Person to obtain products or services from the Company.

Section 3.14 Insurance Matters.

(a) Seller has provided Buyer with true and complete copies of all reports of examination (including financial, market conduct and similar examinations) of the Company issued by any insurance regulatory authority since December 31, 2017. As of the date hereof, the Company is not subject to any pending or, to Knowledge of Seller, threatened financial examination or market conduct examination by any insurance regulatory authority. The Company has duly and timely filed all material reports, registrations, filings and submissions required to be filed with any insurance regulatory authority (including under any applicable insurance holding company statute) since December 31, 2017, and all required regulatory approvals in respect thereof are in full force and effect. Seller has provided Buyer with true and complete copies of all such reports, registrations, filings and submissions. Since December 31, 2017, all such reports, registrations, filings and submissions have been in compliance in all material respects with applicable Law when filed or as amended or supplemented, and no material deficiencies have been asserted in writing by, nor any penalties imposed by, any applicable insurance regulatory authority with respect to such reports, registrations, filings or submissions that have not been cured or remedied to the satisfaction of the applicable insurance regulatory authority.

(b) Since December 31, 2018, the Company has not issued any Insurance Contracts.

(c) The Company is not “commercially domiciled” for insurance regulatory purposes in any jurisdiction or otherwise treated as domiciled in a jurisdiction other than the State of Iowa.

(d) Since December 31, 2017, each Person performing the duties of insurance producer, agency, managing general agent, broker, solicitor, adjuster, marketer, underwriter, wholesaler, distributor, producer or customer representative for the Company (collectively, “**Producers**”), at the time such Producer wrote, sold, solicited, produced or serviced or adjusted business, or performed such other act for or on behalf of the Company that may require an insurance producer, managing general agent, third-party administrator, broker, adjuster or other insurance license was duly licensed and appointed, where required, as an insurance producer, managing general agent, third-party administrator, broker or adjuster, as applicable (for the type of business written, sold, or produced by such Producer, to the extent applicable), in the particular jurisdiction in which such Producer wrote, sold, solicited, produced or serviced or adjusted such business. Except as set forth in Section 3.14(d) of the Seller Disclosure Schedule, since December 31, 2018, no Producer has any underwriting or binding authority on behalf of the Company, and the Company is not a party to any Contract between the Company, on the one hand, and any agent,

broker, producer or intermediary, on the other hand, that is a distributor of products of the Company.

(e) To the Knowledge of Seller, no customer complaint has been filed with any insurance regulatory authority which would reasonably be expected to lead to the revocation, failure to renew, limitation, suspension, restriction, or impairment of any Insurance Qualification held by the Company.

(f) Except as set forth in Section 3.14(f) of the Seller Disclosure Schedule, no claim or assessment by any Guaranty Fund is pending, and neither Seller nor the Company has received notice of any such claim or assessment. Since December 31, 2017, the Company has timely paid all Guaranty Fund assessments that are due, or claimed or asserted by any Governmental Entity to be due from the Company.

(g) All Insurance Contracts, to the extent required under applicable Law, are on forms and use rates approved where required by applicable Governmental Entities or have been filed where required and not objected to (or such objection has been withdrawn or resolved) by such Governmental Entities within the period provided for objection, subject to such objections that would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect.

(h) All benefits due and payable under the Insurance Contracts have been paid in all material respects in accordance with the terms of the Insurance Contracts under which they arose, except for such benefits for which the Company reasonably believes there is a basis to contest payment or which are in the process of payment in the ordinary course of business.

(i) No provision in any Insurance Contract gives the holder thereof or any other Person the right to receive policy dividends or otherwise participate in the revenue, earnings or profits of the Company.

(j) There are no written agreements, memoranda of understanding, commitment letters or similar undertakings binding on the Company or to which the Company is a party, on the one hand, and any Governmental Entity is a party or addressee, on the other hand, or any Orders or directives by, or supervisory letters or cease-and-desist orders from, any Governmental Entity, nor has the Company adopted any board resolutions at the request of any Governmental Entity, which give rise to any capital maintenance obligations, limit the ability of the Company to issue insurance policies or contracts, limit the ability of the Company to pay dividends, or otherwise materially restrict the conduct of the Company's business, nor has Seller or the Company been advised in writing by any Governmental Entity that it is considering issuing or requesting any of the foregoing.

(k) The Company is not the subject of any voluntary or involuntary supervision, conservation, rehabilitation, liquidation, receivership, insolvency or other similar proceeding, nor, to Knowledge of Seller, has any Governmental Entity threatened to make the Company subject to any such proceeding.

Section 3.15 Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or similar fee or commission in connection

with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller or any of its Affiliates, except those for which Seller or its Affiliates (other than the Company) will be solely responsible.

Section 3.16 Certain Relationships. Except as set forth in Section 3.16 of the Seller Disclosure Schedule, the Company is not party to any Contract with Seller or its other Affiliates, or any officer or director of such Persons or, to Seller's Knowledge, any employee of such Persons (the "Affiliate Agreements").

Section 3.17 Accounts with Financial Institutions. Section 3.17 of the Seller Disclosure Schedule sets forth a list of all safe deposit boxes, active bank accounts and other time or demand deposits of the Company, including any custodial accounts for securities owned by the Company, together with the names and addresses of the applicable financial institution or other depository, the account number, and the identities of all Persons authorized to draw thereon or who have access thereto.

Section 3.18 Insurance. Section 3.18 of the Seller Disclosure Schedule sets forth each insurance program (including policies providing property, casualty, liability, and workers' compensation coverage) currently applicable to the Company; these same programs have been in place and applicable to the Company for the past three (3) years subject to applicable deductibles as set forth on Section 3.18 of the Seller Disclosure Schedule. The Company is not in material breach of any insurance policy and there is no pending or, to the Knowledge of Seller, threatened, claims against such insurance involving the Company as to which the insurers have denied liability.

Section 3.19 Powers of Attorney. No Person holds a power of attorney entitling such Person to bind the Company except those agents for service of process or identified in Section 3.19 of the Seller Disclosure Schedule.

Section 3.20 Intellectual Property.

(a) Except as set forth in Section 3.20(a) of the Seller Disclosure Schedule, the Company does not own or possess any Intellectual Property. The Company has a valid right to use any Intellectual Property used by it, to the extent such Intellectual Property exists. For the avoidance of doubt, Seller does not make any representation, warranty or assurance, and no member of the Seller's Group shall have any liability to Buyer or any member of the Buyer's Group, with respect to use of the trade name of the Company (including any common law Trademark rights therein).

(b) Section 3.20(b) of the Seller Disclosure Schedule sets forth any Contracts pursuant to which the Company receives any licenses or other rights to the Intellectual Property of third parties (other than shrink-wrap, click-wrap, or similar nonexclusive, royalty-free licenses to non-custom, off-the-shelf software or services granted to the Company that are entered into in the ordinary course of business).

(c) The Company has not received any written notice that it has infringed, misappropriated, diluted or otherwise violated any third party's Intellectual Property. There is no litigation pending or, to the Knowledge of Seller, threatened against Seller or the Company that

involves a claim alleging that the Company infringes, misappropriates, dilutes or otherwise violates any third party's Intellectual Property.

Section 3.21 Property. As of the Closing Date, the Company will not own or lease any real property.

Section 3.22 Exclusivity of Representations. Seller (on behalf of itself and each other member of Seller's Group) acknowledges and agrees that: BUYER'S REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT AND IN ANY CERTIFICATE DELIVERED BY BUYER PURSUANT TO THIS AGREEMENT ARE THE ONLY REPRESENTATIONS OR WARRANTIES OF ANY KIND GIVEN BY OR ON BEHALF OF BUYER, AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE EXPRESSED OR IMPLIED ARE SPECIFICALLY DISCLAIMED BY BUYER.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the Date of this Agreement and as of the Closing Date as follows:

Section 4.1 Organization, Standing and Corporate Power.

(a) Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate power and authority to own its properties and assets and carry on its business as currently conducted, except for those jurisdictions where the failure to be so organized, existing or in good standing or where the failure to have such power and authority would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect. Buyer is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of its properties and assets or the conduct of its business as currently conducted requires such qualification, except for those jurisdictions where the failure to be so qualified or to be in good standing would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect.

(b) Buyer has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and (assuming the due authorization, execution and delivery by Seller) constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms subject to the effect of receivership, conservatorship and supervisory powers of bank or insurance regulatory agencies generally, as well as bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether construed in proceeding at Law or in equity).

Section 4.2 Non-Contravention; Consents.

(a) Except as set forth in Section 4.2(a) of the Buyer Disclosure Schedule, the execution, delivery and performance by Buyer of this Agreement does not, and the consummation of the transactions contemplated hereby will not, (i) conflict with any of the provisions of its Constituent Documents; (ii) conflict with, result in a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination under, any Contract, Permit or instrument to which Buyer is a party; or (iii) violate, breach or contravene in any material respect any Law applicable to Buyer or any Affiliate of Buyer, except in the cases of clause (ii) of this Section 4.2(a), for any such conflicts, violations, breaches, defaults, or terminations that, individually or in the aggregate, would not reasonably be expected to have a Buyer Material Adverse Effect.

(b) No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity or Person, is required to be made by Buyer or any Affiliate of Buyer in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated by this Agreement by Buyer or any Affiliate of Buyer, except for (i) those consents, approvals, authorizations, declarations, filings or notices set forth in Section 4.2(b) of the Buyer Disclosure Schedule and (ii) such other consents, approvals, authorizations, declarations, filings or notices the failure of which to be obtained or made would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.3 Litigation. Except as set forth in Section 4.3 of the Buyer Disclosure Schedule, there are no Actions or Orders issued, pending or, to the knowledge of Buyer, threatened against Buyer or any of its respective properties or assets, at law, in equity or otherwise, in, before or by, or otherwise involving any Governmental Entity or other Person that (a) are material to Buyer or (b) individually or in the aggregate, challenge the validity or legality of, or have the effect of prohibiting, preventing, restraining, delaying, making illegal or otherwise interfering with, this Agreement or the consummation of transactions contemplated by this Agreement. There are no unsatisfied judgments or outstanding injunctions, decrees or awards against Buyer or against any of its respective assets, businesses or properties.

Section 4.4 Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer or any of its Affiliates, except those for which Buyer will be solely responsible.

Section 4.5 Financing. Buyer will have at the Closing sufficient cash available to enable it to consummate the transactions contemplated by this Agreement.

Section 4.6 Securities Act. Buyer is acquiring, directly or indirectly, the Company Shares solely for the purpose of investment and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act or other similar applicable Law. Buyer acknowledges that the Company Shares are not registered under any securities Laws and that such securities may not be transferred, sold or otherwise disposed of except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and pursuant to

other securities Laws and regulations, as applicable, and pursuant to insurance Laws and regulations, as applicable.

Section 4.7 Regulatory Matters. Except as set forth in Section 4.7 of the Buyer Disclosure Schedule, from December 31, 2017 to the date hereof, neither Buyer nor any of its Affiliates has been the subject of any Order of or, to the knowledge of Buyer, any investigation, inquiry or examination by, any Governmental Authority, in each case, that is specific to Buyer or its Affiliates, that would or would reasonably be expected to result in the disapproval by the IID of Buyer's acquisition of control of the Company or in the imposition by the IID of any Burdensome Condition.

Section 4.8 Financial Statements. Section 4.8 of the Buyer Disclosure Schedule sets forth the audited and unaudited balance sheets of Buyer as at the indicated dates and the related audited and unaudited consolidated statements of income of Buyer for the indicated periods (collectively, the "**Buyer Financial Statements**"). Except as set forth in Section 4.8 of the Buyer Disclosure Schedule, each of the Buyer Financial Statements has been prepared in accordance with GAAP (subject to the omission of notes and normal year-end adjustments in the case of the unaudited statements) and in conformity with the practices consistently applied by Buyer and presents fairly, in all material respects, the financial position and results of operations of Buyer as at the respective dates and for the respective periods indicated, in accordance with GAAP.

Section 4.9 Exclusivity of Representations. BUYER (ON BEHALF OF ITSELF AND EACH OTHER MEMBER OF BUYER'S GROUP) ACKNOWLEDGES AND AGREES THAT: SELLER'S REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT AND IN ANY CERTIFICATE DELIVERED BY SELLER PURSUANT TO THIS AGREEMENT ARE THE ONLY REPRESENTATIONS OR WARRANTIES OF ANY KIND GIVEN BY OR ON BEHALF OF SELLER OR THE COMPANY, AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE EXPRESSED OR IMPLIED ARE SPECIFICALLY DISCLAIMED BY SELLER.

ARTICLE V COVENANTS

Section 5.1 Conduct of Business of the Company. Except (i) as contemplated or permitted by this Agreement (including as contemplated or permitted under Section 5.11 or Section 5.14), (ii) as set forth in Section 5.1 of the Seller Disclosure Schedule, (iii) as may be required by applicable Law, (iv) with the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed, from the Date of this Agreement to the Closing Date (provided, that promptly following the date hereof, Buyer shall designate two (2) individuals from either of whom Seller may request approval to undertake any actions requiring Buyer's consent under this Section 5.1 and whom Buyer will take reasonable action to ensure respond, on behalf of Buyer, to any such Seller request; provided further, that the making of a request by Seller pursuant to this Section 5.1 shall not be an admission, or otherwise imply, that Seller is required to seek consent from Buyer in connection with the subject matter of such request or any similar request) or (v) with respect to any required action (or omission to take any action) in response to any change in Law with respect to any Contagion Event or any action (or omission to take any action) that is otherwise reasonably required or recommended to be taken (or omitted) in the best

interest of the Company in light of any Contagion Event (provided, that with respect to this sub-clause (v), Seller shall to the extent reasonably practicable consult with Buyer before taking any such action (or omitting to take any such action) and shall consider in good faith any recommendation of Buyer with respect to such action or omission), Seller shall (x) use reasonable best efforts to cause the Company to operate in the ordinary course of business (including with respect to the administration of the Insurance Contracts) and (y) cause the Company to:

- (a) preserve and maintain its corporate existence;
- (b) not (i) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of the Company Shares, (ii) split, combine or reclassify any of the Company Shares or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for the Company Shares or (iii) purchase, redeem or otherwise acquire any of the Company Shares or any rights, warrants or options to acquire any such shares;
- (c) not issue, sell, grant, pledge or otherwise encumber any Company Shares, any other voting securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities;
- (d) not mortgage, pledge or otherwise encumber or subject to Encumbrance (other than any Permitted Encumbrances) any of its material assets or properties, tangible or intangible;
- (e) not sell, lease, license or otherwise dispose of any of its assets, other than in the ordinary course management of the investment portfolio of the Company;
- (f) not amend its Constituent Documents;
- (g) other than in the ordinary course of business, including the management of the investment portfolio of the Company, and other than any intercompany borrowing or lending arrangement that will be settled or repaid in full, canceled or terminated, at or before Closing, not (i) incur any indebtedness for borrowed money or guarantee or otherwise become responsible for any such indebtedness of another Person or (ii) make any loans, advances or capital contributions to, or investments in, any other Person;
- (h) not make, change or revoke any material Tax election, file any amended Tax Return, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Company, or settle or compromise any Tax claim, except, in each case, as related to Taxes paid on an affiliated, consolidated, combined or unitary basis;
- (i) not make any change in accounting methods, principles or practices used by the Company materially affecting its assets or Liabilities, except insofar as may be required by Law or by a change in applicable accounting principles;
- (j) not acquire or agree to acquire in any manner any assets or securities other than in the ordinary course management of the investment portfolio of the Company;

- (k) not make any capital expenditures;
- (l) not authorize, recommend, propose or announce an intention to adopt a plan of complete or partial liquidation or dissolution of the Company;
- (m) not hire any employee;
- (n) not adopt any plan, agreement or arrangement that would be an Employee Benefit Plan if in effect on the date hereof;
- (o) not merge or consolidate with or acquire the business of any other corporation or business organization; or
- (p) not agree in writing or otherwise to take any of the foregoing actions.

Notwithstanding anything to the contrary in this Section 5.1 or any other provision of this Agreement or any other document to be executed and delivered in connection with transactions contemplated hereunder, no member of Seller's Group shall be prevented from undertaking, be required to obtain Buyer's consent in relation to, or incur any Liability (except as otherwise expressly provided in Section 8.1(a)) as a result of acts or omissions relating to any of the following: (i) any matter necessary or desirable to comply or increase compliance with applicable Law, anticipated developments in applicable Law or the lawful directive of a Governmental Entity of competent jurisdiction or any applicable policies or procedures as may be adopted, implemented and applied by Seller's Group from time to time; (ii) the implementation of any transaction or the taking of any action contemplated or referred to in, or otherwise permitted under or necessary or desirable in connection with the implementation of the Pre-Closing Reorganization Transactions; (iii) the performance of an obligation existing as of the Date of this Agreement; (iv) the payment of the Pre-Closing Dividend and actions taken in connection therewith; or (v) the release or discharge of any Liability owed by the Company to a member of Seller's Group, or from a member of Seller's Group to the Company, including settling or cancelling any Intercompany Payables or Intercompany Receivables.

Section 5.2 Access to Information.

(a) From the Date of this Agreement until the Closing Date, Seller and the Company shall afford Buyer and its officers, employees and other representatives reasonable access upon reasonable advance notice at reasonable times during normal business hours to all of the Books and Records and Seller and the Company shall furnish Buyer such other information concerning the Company's business, properties, financial condition and operations as Buyer may from time to time reasonably request, other than any such information that (i) would result in the loss of attorney-client privilege or other privilege (if in such case, Seller and the Company shall have used commercially reasonable efforts to provide the information in a manner that does not result in a waiver of such privilege) or (ii) would violate any obligation of confidentiality owing to a third party (if in such case, Seller and the Company shall have used commercially reasonable efforts to have obtained the consent of such third party to such access or to make appropriate substitute disclosure arrangements). Buyer's investigation shall be conducted in a manner that does not unreasonably interfere with the normal operations, customers and employee relations of Seller or the Company.

(b) Seller will cause all such Books and Records and other documents that were not reasonably capable of being delivered to Buyer prior to the Closing, or that otherwise were not delivered to Buyer prior to the Closing, to be delivered to Buyer after the Closing (it being understood that the delivery of certain Books and Records in physical form may be delayed as a result of office closures relating to a Contagion Event); provided, that Seller shall, subject to Section 5.6 (Confidentiality), be permitted to retain a copy of such Books and Records for its internal recordkeeping purposes.

Section 5.3 Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions and other agreements set forth in this Agreement, each of the Parties to this Agreement agree to use, and shall cause its Affiliates to use, reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to fulfill all conditions applicable to such Party pursuant to this Agreement and to consummate and make effective, as soon as practicable, the Closing and the other transactions contemplated hereby, including executing and delivering any additional agreements, documents or instruments necessary, proper or advisable to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement; provided, that this Section 5.3 shall not require either Party to waive any condition to Closing set forth in Article VI.

(b) For at least ten (10) Business Days prior to delivery of any notice of termination of the Commitment Agreement by Seller in accordance with Section 12 or Section 13 thereof, Seller shall consult with Buyer reasonably and in good faith with respect to the matter giving rise to the applicable termination event and shall cooperate and negotiate with Buyer and the Reinsurer in good faith to take steps to mitigate or resolve such termination event so as to enable the consummation of such transactions within the time contemplated by the Commitment Agreement. Promptly upon (i) receipt of the approvals set forth in Exhibit B to the Commitment Agreement and (ii) satisfaction of the conditions to closing set forth in Article VI of this Agreement (except for those conditions that by their nature cannot be satisfied until the Closing, and except for the conditions set forth in Section 6.1(f) and Section 6.2(e)), Seller shall deliver the notice contemplated by Section 2 of the Commitment Agreement, and such notice shall provide for the “Reinsurance Closing Date” (as defined in the Commitment Agreement) to occur on the same day as the anticipated Closing Date hereunder.

Section 5.4 Consents, Approvals and Filings.

(a) Seller and Buyer shall each use their reasonable best efforts and will cooperate fully with each other to (i) comply as promptly as practicable with all requirements of any Governmental Entity applicable to the transactions contemplated by this Agreement and (ii) obtain as promptly as possible all Governmental Approvals and consents, approvals or authorizations of, or declarations or filings with, or notices to, any Person (other than a Governmental Entity) applicable to the transactions contemplated hereby. In connection therewith, Seller and Buyer shall make and cause their respective Affiliates to make all filings and material supplements thereto required pursuant to applicable Law (such filings and material supplements thereto, collectively, “**Material Filings**”) as promptly as practicable in order to facilitate the prompt consummation of the transactions contemplated by this Agreement, including

with respect to the release of cash flow testing reserves and release or cession of the Effective Date IMR (as defined in the Reinsurance Agreement), the Reinsurance Agreement, the Pre-Closing Dividend and the Pre-Closing Reorganization Transactions and shall make, and shall cause their respective Affiliates to make, such Material Filings as such Governmental Entities may reasonably request. In connection therewith, each Party shall use reasonable best efforts to (A) take or refrain from taking or agree to take, or for its Affiliates to take or refrain from taking or agree to take, all actions or permit or suffer to exist any restriction, condition, limitation or requirement requested by any Governmental Entity, or otherwise necessary, proper or appropriate to obtain all Governmental Approvals necessary, proper or advisable to consummate the transactions contemplated by this Agreement and (B) resolve any objections that may be asserted by any Governmental Entity with respect to the Closing or any other transaction contemplated by this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not be obligated to take or refrain from taking or to agree to it or its Affiliates taking or refraining from taking any action, if taking or refraining from taking such action, as applicable, would or would reasonably be likely to, or to suffer to exist any condition, limitation, restriction or requirement that would or would reasonably be likely to, individually or in the aggregate with any other actions, conditions, limitations, restrictions or requirements, constitute a Burdensome Condition.

(b) Without limiting the generality of the foregoing, (i) Buyer shall, within fifteen (15) Business Days after the Date of this Agreement file with the IID the “Form A” with respect to the change of control of the Company contemplated by this Agreement, and (ii) Seller and Buyer shall, and Seller shall cause the Company to, as promptly as practicable after the date hereof, and in any event within fifteen (15) Business Days after the Date of this Agreement, file with the IID any other applicable Governmental Entities all Material Filings with respect to the transactions contemplated hereby that are required to be obtained by them, respectively, prior to the Closing in connection with the entry into this Agreement or other agreements contemplated hereby or the consummation of the transactions contemplated hereby or thereby.

(c) Each of Seller and Buyer agrees that it shall consult with one another with respect to the obtaining of all Governmental Approvals necessary, proper or advisable to consummate the transactions contemplated by this Agreement, and each of them shall keep the other apprised on a prompt basis of the status of matters relating to such Governmental Approvals. Seller and Buyer shall have the right to review in advance, subject to redaction of personally identifiable information, information that is commercially sensitive or constitutes a trade secret or CSI, and subject to any restrictions under applicable Law each shall consult the other on, any filing made with, or written materials submitted to, any Governmental Entity or any third party in connection with the transactions contemplated by this Agreement, and each Party agrees to in good faith consider and reasonably accept comments of the other Party thereon. Seller and Buyer shall promptly furnish to each other copies of all such filings and written materials after their filing or submission, in each case subject to applicable Laws and subject to redaction of personally identifiable information, information that is commercially sensitive or constitutes a trade secret or CSI. To the extent permitted by applicable Law, each Party shall request confidential treatment of any filing made by it pursuant to Section 5.3 or this Section 5.4.

(d) Buyer shall give to Seller prompt written notice if it receives any notice or other communication from any Governmental Entity in connection with the transactions

contemplated by this Agreement, and, in the case of any such notice or communication which is in writing, shall promptly furnish Seller with a copy thereof, and shall promptly advise Seller when any such notice or communication causes Buyer to believe that there is a reasonable likelihood that any consent or Governmental Approval will not be obtained or that the receipt of any such consent or Governmental Approval will be materially delayed or conditioned. If any Governmental Entity requires that a hearing or conference be held in connection with any such consent or Governmental Approval, Buyer shall use its reasonable best efforts to arrange for such hearing or conference to be held promptly after the notice that such hearing or conference is required has been received by Buyer. Buyer shall give to Seller reasonable prior written notice of the time and place when any hearings or conferences may be held by it with any Governmental Entity in connection with the transactions contemplated by this Agreement, and Seller shall have the right to have a representative or representatives attend or otherwise participate in any such hearing or conference, to the extent permitted by applicable Law and by the relevant Governmental Entity and to the extent Seller complies with any requirements of such applicable Law or relevant Governmental Entity.

(e) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, nothing in this Agreement will be deemed to require Buyer to consent to a Burdensome Condition, and Seller shall not consent to any Burdensome Condition without the prior written consent of Buyer; provided, however, that in the event that any condition, limitation, or qualification is imposed by a Governmental Entity that constitutes or would reasonably be expected to result in a Burdensome Condition, prior to Buyer being entitled to invoke the actual or potential existence of a Burdensome Condition, Buyer shall notify Seller in writing of such potential Burdensome Condition, setting forth in reasonable detail the basis for its determination that a condition, limitation, or qualification has been imposed by a Governmental Entity that constitutes or would result in a Burdensome Condition. For a period of not less than thirty (30) calendar days after delivery of such notice (the “**Resolution Period**”), (x) Seller and Buyer shall cooperate and negotiate in good faith to attempt to agree to modify the terms of this Agreement to the extent necessary, on mutually acceptable terms and on an equitable basis, in a way that would substantially eliminate any such condition, limitation or requirement or sufficiently mitigate its adverse impact so that it would no longer constitute a Burdensome Condition hereunder and (y) if reasonable steps can be identified to avoid such condition, limitation or requirement or sufficiently mitigate the negative impact thereof, Seller and Buyer shall take, and shall cause their respective Affiliates to take, as applicable, all such reasonable steps; provided, however, that Buyer shall not be required to agree to any modification of the terms of this Agreement as contemplated by the preceding clause (x), or take the steps contemplated by the preceding clause (y), if the effect of such modifications to this Agreement or of taking such steps, as applicable, together with any other regulatory conditions, limitations or qualifications imposed by a Governmental Entity in connection with the transactions contemplated by this Agreement that are accepted by Buyer, would constitute or result in a Burdensome Condition. If the parties are unable to reach agreement during the Resolution Period notwithstanding their use of good faith efforts in compliance with this Section 5.4(e), Buyer shall be entitled to invoke the actual or potential existence of a Burdensome Condition in exercising its rights under Section 6.1(c).

(f) In the event that prior to the Closing, any Insurance Qualification is rescinded, terminated, revoked, nonrenewed, suspended or otherwise restricted or impaired so as not to permit the Company to conduct its business in the manner contemplated by such Insurance

Qualification (a “**Rescinded Insurance Qualification**”), Seller shall (a) promptly notify Buyer of such Rescinded Insurance Qualification and (b) use its reasonable best efforts, at its own expense, to cure any condition causing any Insurance Qualification to be a Rescinded Insurance Qualification no later than the earlier of (i) forty-five (45) days from the date such Insurance Qualification became a Rescinded Insurance Qualification or (ii) the Outside Date. In the event that the condition causing any Insurance Qualification to be a Rescinded Insurance Qualification is lifted or otherwise cured, Seller shall promptly provide to Buyer appropriate documentary evidence of the status of the Company’s authority to transact insurance business on a licensed basis in the applicable jurisdiction. In the event that (i) six or more Insurance Qualifications are, and remain, Rescinded Insurance Qualifications as of the Closing Date or (ii) any Insurance Qualification set forth on Schedule 5.4(f) is, and remains, a Rescinded Insurance Qualification as of the Closing Date, a “**Rescinded Insurance Event**” shall be deemed to have occurred.

Section 5.5 Public Announcements. Seller and Buyer shall not, and shall not permit their respective Affiliates or representatives to, without the prior written approval of the other Party (which approval shall not be unreasonably withheld, conditioned or delayed), issue any press releases or otherwise make any public statements with respect to the transactions contemplated by this Agreement, except as may be required by applicable Law, any Governmental Entity or any recognized stock exchange on which the shares of any member of Seller’s Group or Buyer’s Group are listed (in which case the disclosing Party (being either Seller or Buyer, as applicable) will use its reasonable best efforts to consult with the other Party (being the other of Seller or Buyer, as applicable) before making the disclosure and to allow such other Party to review and comment upon the text of the disclosure before it is made). Notwithstanding the foregoing, nothing in this Section 5.5 shall limit any disclosure by any member of Seller’s Group (or shall require the prior approval of or prior consultation with any member of Buyer’s Group) to the extent such disclosure is reasonably determined by such Person, on advice of counsel, which may be internal counsel, to be required as part of its reporting obligations under applicable securities Laws. For the avoidance of doubt, nothing contained in this Agreement shall preclude any member of Seller’s Group from disclosing the financial impact of the transactions contemplated under this Agreement in any such Person’s earnings releases or other public statements.

Section 5.6 Confidentiality.

(a) Subject to Section 5.5 and Section 5.6(b), (i) each of the Parties shall treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement (or any agreement entered into pursuant to this Agreement) which relates to: (A) the provisions of this Agreement, or (B) the negotiations relating to this Agreement, (ii) Seller shall, and shall procure that each member of Seller’s Group shall, treat as strictly confidential and not disclose or use any information relating to the business, financial or other affairs (including future plans and targets) of Buyer Group (including, following the Closing, the Company), and (iii) Buyer shall, and shall procure that each other member of Buyer’s Group (including, following the Closing, the Company) shall, treat as strictly confidential and not disclose or use any information relating to the business, financial, other affairs (including future plans and targets) or technology trade secrets, computer systems or network architecture (and components thereof), information security program details (including policies and practices), SSAE or SOC reports, technology test procedures or results, research and development plans or test results of Seller’s Group, in each case of (i), (ii) and (iii), other than information that (w) is or becomes

available in the public domain other than pursuant to a breach of this Agreement, (x) can be demonstrated to have been known by the applicable Party through lawful means prior to disclosure to such Party in connection with this Agreement or the transactions contemplated hereby, (y) lawfully is or becomes available to the applicable Party on a non-confidential basis other than pursuant to this Agreement or the transactions contemplated hereby (provided, that the source of such information is not known by the applicable Party to be bound by a confidentiality agreement with the other Party by a contractual, legal or fiduciary obligation owed to such Party) or (z) is independently developed by the applicable Party without the use of any information provided to such Party in connection with this Agreement or the transactions contemplated hereby.

(b) This Section 5.6 shall not prohibit disclosure or use of any information if and to the extent: (i) the disclosure or use is requested or required by applicable Law, any Governmental Entity or any recognized stock exchange on which the shares of any member of Seller's Group or Buyer's Group are listed (including where this is required as part of any actual or potential offering, placing and/or sale of securities of any member of Seller's Group or Buyer's Group), except that, with respect to any Governmental Entity that is a Banking Regulator, Seller may disclose any information in connection with any such Banking Regulator's supervision or oversight of Seller or any of its Affiliates regardless of whether disclosure or use is required by such Banking Regulator, (ii) the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement or the disclosure is made to a Taxing Authority in connection with the Tax affairs of the disclosing Party (or any subsidiary or holding company thereof), (iii) the disclosure is made to professional advisers of the disclosing Party on a need-to-know basis and on terms that such professional advisers undertake to comply with the provisions of this Section 5.6 in respect of such information as if they were a party to this Agreement, (iv) in the case of disclosure or use by any member of Seller's Group, Buyer has given prior written approval to the disclosure or use and in the case of disclosure or use by any member of Buyer's Group, Seller has given prior written approval to the disclosure or use, or (v) in the case of disclosure or use by any member of Buyer's Group, the information relates wholly to the Company and is independently developed after the Closing; provided, that, prior to disclosure or use of any information pursuant to clause (i) above, Seller or Buyer, as the case may be, shall promptly notify the other of such requirement with a view to providing it with the opportunity to contest such disclosure or use or otherwise to agree to the timing and content of such disclosure or use, except that no notice shall be required to be provided for disclosure (x) requested or required by a regulatory examiner or self-regulatory examiner, (y) pursuant to a routine request by a Governmental Entity not specifically targeting such information or (z) to the extent that such notice would not be practicable under the circumstances or is prohibited by applicable Law; provided further, that no notice or consent is required for Seller or its Affiliates to disclose information to a Banking Regulator pursuant to clause (i) above.

(c) All information exchanged between the Parties (including their respective Affiliates and representatives) will be through the use of secure methods agreed upon by Seller and Buyer. Where applicable, Seller and Buyer are expected to use industry standard cryptographic (encryption) techniques or in-depth security measures to store and/or transmit any sensitive information. Where applicable, Seller and Buyer must ensure the integrity and authenticity of all stored or transmitted information through the use of digital signatures or equivalent secure technology.

(d) Buyer acknowledges and agrees that it is familiar with the data privacy and information security obligations applicable to the non-public financial information of consumers and customers of the Company (such information, “NPI”) under applicable Law, including the Gramm-Leach-Bliley Act. From and after the Closing, Buyer shall, and shall cause its Affiliates (including the Company) to, (i) maintain a data privacy and information security program that is reasonably designed to ensure compliance with such obligations and (ii) maintain such NPI received from the Seller’s Group (regardless of when received from Seller’s Group) in compliance with such program.

Section 5.7 Insurance.

(a) With respect to the Company and to the extent that coverage is maintained for the broader benefit of Seller’s Group, Seller shall keep, or cause to be kept, all insurance policies listed on Section 3.18 of the Seller Disclosure Schedule or suitable replacements therefor, in full force and effect through the close of business on the Closing Date. However, if Seller’s Group makes a decision to discontinue any of the policies on Section 3.18 of the Seller Disclosure Schedule for the broader benefit of Seller’s Group, that policy or policies will be discontinued with respect to the Company as well. These policies and any and all additional insurance policies maintained by Seller’s Group for the benefit of Seller’s Group are owned and maintained by the respective members of Seller’s Group. Subject to the rest of this Section 5.7(a), (i) neither Buyer nor any of its Affiliates will have any rights under any such insurance policies from or after the Closing Date, and Seller shall not be responsible for any insurance coverage and related risk of loss with respect to the Company and its assets and directors, officers and employees, effective at and following the Closing with respect to any post-closing activities; and (ii) except as otherwise agreed to by the Parties prior to the Closing, Seller shall be entitled to remove all coverage in respect of the Company and its assets and current or former directors, officers and employees under such policies effective at the Closing.

(b) With respect to any Former Employee, (i) Seller shall be solely responsible for workers’ compensation claims by or with respect to any Former Employee that occurred prior to the Closing Date. For purposes of this Section 5.7(b), the date an injury or illness resulting in a workers’ compensation claim occurred shall be determined in accordance with the terms of applicable state law in respect of workers’ compensation. Seller confirms that there are no open workers’ compensation claims applicable to Former Employees of the Company as of the Date of this Agreement. Buyer and Seller agree that they will cooperate fully (except as prohibited by Applicable Law) with each other and with the applicable insurers and/or third-party claims administrators by providing needed information to determine the date of the injury or illness and to facilitate effective on-going management of any workers’ compensation claims that may reopen after the Closing Date.

Section 5.8 D&O Indemnification, Exculpation and Insurance.

(a) Seller shall cause to be maintained, for six (6) years following the Closing Date, directors and officers liability insurance for pre-Closing Liabilities of the Company’s directors and officers in an amount not less than the existing coverage of Seller’s Group and which shall have other terms not materially less favorable to the insured persons than the directors’ and officers’ liability insurance coverage presently maintained by Seller’s Group with respect to the

directors and officers of the Company, except to the extent the Seller's and its Affiliate's enterprise-wide Side-A directors and officers coverage is modified, which modifications shall be permitted by this Section 5.8(a).

(b) All rights to indemnification for and exculpation from Liabilities for acts or omissions occurring at or prior to the Closing now existing in favor of the current or former directors or officers of the Company or any of its predecessor entities, or those individuals who become prior to the Closing a director or officer of the Company (each, an "**Indemnified Director**" or an "**Indemnified Officer**"), as provided in the governing documents of each such entity, or in any indemnification agreement between such Indemnified Director or Indemnified Officer and such entity (in each case, as in effect on the Date of this Agreement), shall survive the Closing and shall continue in full force and effect in accordance with their respective terms for a period of six (6) years from the Closing; provided, however, that all rights to indemnification in respect of any claim, action, suit, proceeding or investigation asserted or made prior to the Closing or within such six (6)-year period shall continue until the final disposition of any such claim, action, suit, proceeding or investigation.

(c) From and after the Closing until the sixth (6th) anniversary thereof, the Constituent Documents of the Company shall contain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of individuals who were directors or officers prior to the Closing of the Company, than are presently set forth in such Constituent Documents, which provisions shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of any such individuals.

(d) In the event that, after the Closing, Buyer or the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or a substantial portion of its properties and other assets to any Person, then, and in each such case, Buyer or the Company (or the successor or assign thereof), as applicable, shall use reasonable best efforts to cause proper provision to be made so that such successors and assigns shall expressly assume the obligations set forth in this Section 5.8.

Section 5.9 Subsequent Statutory and GAAP Statements.

(a) Seller shall cause to be prepared the statutory and GAAP financial statements of the Company for each quarterly or annual period, as the case may be, that ends in or prior to the month in which the Closing occurs, consistent with past practice and on a timely basis and (i) with respect to such statutory statements that are required to be filed prior to the Closing Date, Seller shall file with or submit to the IID, and any other insurance department or other Governmental Entity with which the Company is required to make such filings or submissions, and promptly deliver to Buyer, true, accurate and complete copies of, any statutory or GAAP financial statement required to be filed by the Company and (ii) with respect to such statutory statements that are required to be filed on or after to the Closing Date, Seller shall prior to the applicable filing deadline deliver to Buyer true, accurate and complete copies of any statutory or GAAP financial statement required to be filed by the Company; provided, that Seller shall have no responsibility for execution and filing with or submission to the IID, or any other insurance department or other Governmental Entity with which the Company is required to make such filings

or submissions; provided further, that, in each case, all such statutory statements and GAAP statements shall (A) be prepared in accordance with SAP or GAAP, as applicable, applied on a consistent basis; (B) be prepared in all material respects in accordance with the books and records of the Company; (C) present fairly in all material respects the statutory or GAAP, as applicable, financial position of the Company at the respective date thereof and the statutory or GAAP, as applicable, results of operations, capital and surplus and cash flows of the Company for the respective periods then ended (subject, in the case of any interim financial statements included in the statutory or GAAP statements, as applicable, to normal year-end adjustment, and to the absence of footnotes); and (D) comply in all material respects with applicable Law. With respect to the statutory statements subject to this Section 5.9(a) that are required to be filed on or after the Closing Date, Buyer shall, at its own cost, (i) provide, or cause to be provided, to Seller, any information necessary to prepare such statutory statements that is in the possession of Buyer and not otherwise in the possession of Seller or any of its Affiliates and (ii) reasonably cooperate, and shall instruct its respective Affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate with Seller in the preparation of such statutory statements, including providing explanations of any documents or information provided hereunder. For the avoidance of doubt, Seller shall not be required to incur any out-of-pocket cost or expense pursuant to this Section 5.9(a) following the Closing in connection with the preparation of the statutory statements for periods ending on or after the Closing Date, provided, that Seller shall be responsible for the fees payable for the audit and related actuarial opinion in respect of the Company's 2020 annual statutory statement (whether incurred prior to, on or after the Closing).

(b) Buyer shall prepare all statutory statements of the Company relating to periods ending after the month in which the Closing occurs (such statutory statements, the "**Post-Closing Statutory Statements**"). Seller shall, until the date that the first Post-Closing Statutory Statement is required to be filed with the IID and any other insurance department or other Governmental Entity with which the Company is required to make such filings or submissions (i) provide, or cause to be provided, to Buyer, any information reasonably necessary to prepare such Post-Closing Statutory Statement that is in the possession of Seller and not otherwise in the possession of Buyer or any of its Affiliates and (ii) reasonably cooperate, and shall instruct its respective Affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate with Buyer in the preparation of the Post-Closing Statutory Statements, including providing explanations of any documents or information provided hereunder. Seller shall have no responsibility to execute and file the Post-Closing Statutory Statements. For the avoidance of doubt, Seller shall bear no out-of-pocket cost or expense related to the Post-Closing Statutory Statements.

(c) Seller shall reasonably cooperate with and assist Buyer and the Company in connection with the determination of the "Proposed Final Reserve Amount" and the "Final Reserve Amount" (as such terms are defined in the Reinsurance Agreement), in accordance with and within the time periods contemplated by the Reinsurance Agreement.

Section 5.10 Notification of Certain Matters.

(a) Until the Closing, subject to Section 5.6 (Confidentiality), Buyer and Seller promptly shall notify each other in writing of any fact, change, condition, circumstance or occurrence or nonoccurrence of any event of which it is aware that is reasonably likely to result in

any of the conditions set forth in Article VI of this Agreement becoming incapable of being satisfied.

(b) Seller shall be permitted to reference as an exception to the certificate required to be delivered to Buyer pursuant to Section 6.1(a) and Section 6.1(b), and Buyer shall be permitted to reference as an exception to the certificate required to be delivered to Seller pursuant to Section 6.2(a) and Section 6.2(b), any fact, change, condition, circumstance or occurrence or nonoccurrence of any event that it has disclosed to the other Party prior to the Closing; provided, however, that any such exception will not affect or be deemed to modify any representation or warranty in Article III or Article IV of this Agreement, any condition set forth in Section 6.1(a) or Section 6.2(a), or any of the parties' rights to indemnification hereunder (pursuant to Article VIII or otherwise).

Section 5.11 Pre-Closing Reorganization Transactions.

(a) Buyer acknowledges and agrees that between the Date of this Agreement and the Closing Date, Seller's Group will use reasonable best efforts to effect the transactions set forth in Annex 1 (the "**Pre-Closing Reorganization Transactions**").

(b) Seller's Group shall bear all out-of-pocket costs and expenses incurred in connection with the Pre-Closing Reorganization Transactions.

(c) Notwithstanding anything to the contrary contained in this Agreement, to the extent that the sale, assignment, sublease, transfer, conveyance or delivery or attempted sale, sublease, assignment, transfer, conveyance or delivery by the Company to one or more members of Seller's Group (other than the Company) as part of or in connection with the Pre-Closing Reorganization Transactions contemplated by this Section 5.11 of any asset that would be an Excluded Asset or any claim or right or any benefit arising thereunder or resulting therefrom is prohibited by any applicable Law or would require any governmental or third party authorizations, approvals, consents or waivers, and such authorizations, approvals, consents or waivers shall not have been obtained prior to the Closing, then following the Closing, the Parties shall use their reasonable best efforts, and cooperate with each other, to obtain promptly such authorizations, approvals, consents or waivers; provided, however, that none of Seller or Buyer or any of their respective Affiliates shall be required to pay any consideration therefor other than filing, recordation or similar fees which shall be borne by Seller. Pending such authorization, approval, consent or waiver, the Parties shall cooperate with each other in any mutually agreeable, reasonable and lawful arrangements designed to provide to Seller the benefits of use of such asset that it would have obtained had the asset been conveyed to Seller's Group (other than the Company) prior to the Closing. Once authorization, approval, consent or waiver for the sale, assignment, sublease, transfer, conveyance or delivery of any such asset not sold, assigned, subleased, transferred, conveyed or delivered prior to the Closing is obtained, Buyer shall, or shall cause the Company to, assign, transfer, convey and deliver such asset to Seller at no cost. To the extent that any such asset cannot be transferred or the full benefits of use of any such asset cannot be provided to Seller following the Closing pursuant to this Section 5.11(c), then Seller and Buyer shall enter into such arrangements (including subleasing, sublicensing or subcontracting) to put the Seller and Buyer in substantially the same economic (taking into account Tax costs and benefits) and operational position as if such authorization, approval, consent or waiver had been obtained (the "**Post-Closing**").

Arrangements”). Buyer shall hold in trust for and pay to Seller promptly upon receipt thereof, all income, proceeds and other monies received by Buyer or any member of Buyer’s Group (including the Company) in connection with its use of any asset (net of any Taxes and any other costs imposed upon Buyer or any other member of Buyer’s Group) in connection with the Post-Closing Arrangements under this Section 5.11(c).

Section 5.12 Acquisition Proposal. None of Seller, the Company, Seller’s Group or any Affiliate of Seller, shall itself, nor shall Seller, the Company, Seller’s Group or any Affiliate of Seller, authorize or permit any officer, director or employee of, or any investment banker, attorney, accountant or other advisor or representative of Seller, the Company, Seller’s Group or any Affiliate of Seller, to, directly or indirectly: (a) solicit, initiate or encourage the submission of any Acquisition Proposal; or (b) participate in any material negotiations or discussions regarding, or furnish to any Person any information with respect to, or agree to or endorse, or take any other action to facilitate, or consummate any transaction contemplated by, any Acquisition Proposal or any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal.

Section 5.13 Intercompany Agreements and Accounts; Company Contracts.

(a) Other than as set forth in Section 5.13(a) of the Seller Disclosure Schedule, effective on or before the Closing Date, Seller shall, or shall cause the Company to, (i) terminate, settle, discharge or otherwise extinguish all Affiliate Agreements without any further liability or obligation to the Company thereunder (or any premium or penalty) and (ii) satisfy and terminate all Intercompany Payables and Intercompany Receivables and all commitments with respect thereto, or amend the same such that the Company has no obligations or Liabilities with respect to such balances, effective on or before the Closing Date; provided, that to the extent that any Affiliate Agreement is not so terminated or balance not satisfied on or prior to the Closing Date, Buyer and Seller shall reasonably cooperate to cause the prompt termination of such Affiliate Agreement and the settlement of any Intercompany Payables and Intercompany Receivables in connection therewith.

(b) Other than as set forth in Section 5.13(b) of the Seller Disclosure Schedule and except for the Reinsurance Agreement and any Insurance Contracts, the Seller shall use commercially reasonable efforts to cause the Company to, on or prior to the Closing Date, terminate all Company Contracts and satisfy any obligations and liabilities of the Company thereunder; provided, that to the extent that any Company Contract is not so terminated or any obligation, liability or residual amount thereunder is not so satisfied on or prior to the Closing Date, Buyer and Seller shall reasonably cooperate to cause the termination of such Company Contract or the satisfaction of such obligation or liability or settlement of any residual amounts remaining thereunder, in each case promptly following the Closing.

Section 5.14 Pre-Closing Dividend.

(a) On or prior to the Closing and subject to receipt of the approval of the IID, Seller shall cause the Company to pay the Pre-Closing Dividend. For the avoidance of doubt, but without limiting the provisions of Section 5.4, in the event the Company does not pay all or a

portion of the Pre-Closing Dividend as a result of the failure to receive approval from the IID, such event shall not constitute a breach of this Section 5.14.

(b) Prior to the Closing, to the extent that the Company holds any investment assets other than cash or cash equivalents (and other than (i) investment assets allocated to the funds withheld account established under the Reinsurance Agreement pursuant to the Commitment Agreement or (ii) statutory deposits required to be maintained in certain states as a condition of maintaining the Company's Insurance Qualifications in such state), Seller shall, on or prior to the Closing, cause such investment assets to be sold or otherwise transferred in exchange for cash or cash equivalents in an amount equal to the fair market value thereof.

Section 5.15 Access and Information. Following the Closing, Seller's Group may retain (subject to Section 5.6 (Confidentiality)) copies of all Books and Records transferred in connection with the purchase and sale of the Company Shares and Buyer agrees to provide (or cause the Company or the relevant members of Buyer's Group to provide) Seller's Group, upon advance notice and during normal business hours, with access to all Books and Records that Buyer acquires pursuant to this Agreement, and to Buyer's assets and properties (to the extent such assets and properties are related to the Company or the businesses conducted by the Company prior to the Closing) and representatives, in each case, to the extent that such access is reasonably required by any member of Seller's Group to (a) defend, prosecute, appeal or cooperate with any judicial, arbitral or regulatory proceeding, audit or investigation (including relating to any insurance claims) to which any Seller's Group member is a party, (b) prepare financial statements or regulatory filings of Seller's Group in respect of periods ending on or prior to the Closing Date, or (c) comply with the terms of this Agreement, any other document contemplated hereunder, any applicable Law or request of any Governmental Entity (including the preparation of any regulatory filings); provided, that, in the case of any confidential information of Buyer or any member of Buyer's Group that is provided pursuant to the preceding clause, the provision of such information to Seller's Group and its representatives is subject to such Persons (other than a Governmental Entity) agreeing to maintain the confidentiality of such information on customary terms; provided further, that neither Buyer nor any other member of Buyer's Group shall be required to provide such access to the extent that doing so would violate applicable Law or any Contract or obligation of confidentiality owing to a third party or result in the loss of attorney-client privilege or other privilege if, in the case of any such Contract or confidentiality obligation, either Buyer or another member of Buyer's Group, as applicable, shall have used commercially reasonable efforts to have obtained the consent of such third party to such access, in which case, Buyer or such other member of Buyer's Group, as applicable, will use commercially reasonable efforts (at the sole cost and expense of Seller or another member of Seller's Group) to make appropriate substitute disclosure arrangements. Following the Closing, to the extent permitted by applicable Law, Seller agrees to provide (or cause the relevant member of Seller's Group to provide) Buyer's Group, upon reasonable advance notice and during normal business hours, with access to the relevant books and records of Seller's Group that are related to the Company or its business, in each case, to the extent that such access is reasonably required by any member of Buyer's Group to (a) defend, prosecute, appeal or cooperate with any judicial, arbitral or regulatory proceeding, audit or investigation (including relating to any insurance claims) to which any Buyer's Group member or the Company is a party, (b) prepare financial statements or regulatory filings of Buyer's Group or the Company in respect of periods ending on or after the Closing Date, or (c) comply with the terms of this Agreement, any other document contemplated hereunder, any applicable Law or

request of any Governmental Entity (including the preparation of any regulatory filings); provided, that, in the case of any confidential information of Seller or any member of Seller's Group that is provided pursuant to the preceding clause, the provision of such information to Buyer's Group or the Company and their respective representatives is subject to such Persons (other than a Governmental Entity) agreeing to maintain the confidentiality of such information on customary terms; provided further, that neither Seller nor any other member of Seller's Group shall be required to provide such access to the extent that doing so would violate applicable Law or any Contract or obligation of confidentiality owing to a third party or result in the loss of attorney-client privilege or other privilege if, in the case of any such Contract or confidentiality obligation, either Seller or another member of Seller's Group, as applicable, shall have used commercially reasonable efforts to have obtained the consent of such third party to such access, in which case, Seller or such other member of Seller's Group, as applicable, will use commercially reasonable efforts (at the sole cost and expense of Buyer or another member of Buyer's Group) to make appropriate substitute disclosure arrangements. For the avoidance of doubt, nothing in this Section 5.15 requires Seller or Buyer to preserve records in a manner inconsistent with its record retention policy or the enterprise-wide retention policy of any member of Seller's Group or Buyer's Group, as applicable.

Section 5.16 Change in Registered Office. Buyer shall procure that, as soon as reasonably practicable after the Closing and in any event within twenty (20) Business Days thereafter, the registered address of the Company is changed to an address which is not used by any member of Seller's Group, and shall provide confirmation of such address change by means of a written notice to Seller.

Section 5.17 Transition Committee; Transfer of Books and Records; Cooperation.

(a) As promptly as practicable after the Date of this Agreement, the Parties shall establish a steering committee (the "**Transition Committee**") consisting of those Persons, or the Persons holding those titles/positions, set forth in Section 5.17 of the Disclosure Schedules, and each of Buyer and Seller shall appoint an employee who will serve as that Party's Transition Committee leader (each, a "**Transition Leader**"), as well as a secondary point of contact for such Party. Each Party may replace its Transition Leader by giving notice as soon as reasonably practical to the other Party stating the name, title and contact information for the new Transition Leader. The Transition Leaders shall be responsible for coordinating, overseeing, monitoring and managing the Transition and any issues arising from the Transition. The first meeting of the Transition Committee shall take place within five (5) Business Days after the Date of this Agreement. Thereafter, meetings of the Transition Committee shall be conducted as determined by the Transition Committee, in person or through telephone conference. Within thirty (30) days of the Date of this Agreement, the Transition Committee shall, and each of Buyer and Seller shall cause its representatives on the Transition Committee to, cooperate in good faith to develop a mutually agreeable written plan for the Transition (as it may be amended from time to time, the "**Transition Plan**"). The Transition Plan will include a list of reasonable actions and undertakings to be taken by the Parties prior to and following the Closing in order to effect the migration of the Company's assets, data, information, securities, records and files in the possession of Seller and its Affiliates to the Company. In furtherance of the foregoing, the Transition Plan will set forth the reasonable steps each Party will take in cooperation with the other Party to accomplish the objectives set forth on Schedule 5.17. Each of the Parties agrees to perform such steps and the

tasks set forth on Schedule 5.17 in compliance with all applicable Laws. Without limiting the foregoing, the Transition Plan shall include a process by which Seller shall, or shall cause its Affiliates to, make available to the Company from and after the Closing any Books and Records or other information (to the extent not otherwise delivered to or in the possession of the Company as of the Closing) requested by the Company for the operation of its business, including administration of the insurance policies reinsured under the Reinsurance Agreement and for the performance of the Company's covenants and obligations with respect to the administration of the policies set forth under the Reinsurance Agreement (it being understood that the delivery of certain Books and Records in physical form may be delayed as a result of office closures relating to a Contagion Event). The Transition Plan will include a list of employees of Seller or its Affiliates with knowledge of the business of the Company who will be available during regular business hours to assist and respond to reasonable information requests from the Company and its representatives regarding the administration of the policies reinsured under the Reinsurance Agreement; provided, however, that in the event such employees are reassigned or no longer are employed by a member of Seller's Group, Seller may appoint another person with knowledge of the business of the Company. Each of Buyer and Seller agrees to cooperate in good faith to plan, execute and complete the Transition in an orderly and efficient manner pursuant to the Transition Plan. The Parties shall reasonably cooperate in performing such tasks as may be outlined in the Transition Plan. Except as otherwise provided in this Agreement (including Schedule 5.17), each Party shall bear its own out-of-pocket costs and expenses associated with the Transition, including the costs and expenses of such Party's employees. For purposes of this Agreement, the term "**Transition**" shall mean (i) converting, moving, storing, archiving, adapting or otherwise transferring or facilitating the transfer of certain assets, data, information, securities, records and files of the Company, including the Books and Records, from the systems and facilities of Seller's Group to the systems and facilities of Buyer's Group and (ii) identifying, preparing, transmitting and transferring such assets, data, information, securities, records and files of the Company, including the Books and Records. With respect to any Transition services, access or support agreed to by the Transition Committee (other than those items listed on Schedule 5.17), Seller shall be under no obligation to provide any such Transition services, access or support following the first anniversary of the Closing Date.

(b) Buyer acknowledges and agrees that, other than the obligations expressly set forth in this Agreement (including in Section 5.15), neither Seller nor any member of Seller's Group nor any of their Affiliates have any obligation after the Closing Date to provide any services to the Company, Buyer or any of their respective Affiliates, including any administrative, accounting, financial, investment management, regulatory compliance, legal, customer or other services needed to operate the Company or comply with any Law or any reporting obligation. Notwithstanding the foregoing, Seller shall cooperate with and assist Buyer with respect to claims received by Buyer following the Closing in respect of the Credit Business by providing information, or access to information, reasonably related to such claims upon request; provided, that such information may be redacted by Seller to remove (i) information constituting CSI and (ii) confidential information relating to Seller or any member of Seller's Group other than the Company.

(c) Seller agrees to, and to cause the Company to, allow Buyer to use the "Centurion" name to allow Buyer to submit insurance policy form filings, including filings with the Interstate Insurance Product Regulation Compact and National Association of Insurance

Commissioners' System for Electronic Rates and Forms Filing, between the date of this Agreement and the Closing Date. Buyer shall not market, sell, solicit or issue any policy or product approved pursuant to this Section 5.17(c) until following the Closing. The Company shall not be obligated to market, sell, solicit or issue any policy or product approved pursuant to this Section 5.17(c) prior to Closing. From and after the date hereof, Buyer shall indemnify and hold harmless Seller and any member of Seller's Group, including the Company (prior to Closing), from and against any Losses arising out of Seller's compliance with this Section 5.17(c), including Buyer's use of the "Centurion" name in connection with such matters.

Section 5.18 Reinsurance Agreement Adjustment.

(a) Buyer acknowledges and agrees that (i) Seller, at its sole cost and expense, shall control and have full discretion in connection with the rights, remedies and procedures set forth in Article IV of the Reinsurance Agreement, including the determination of any amounts due and owed thereunder and any disputes related thereto and (ii) Buyer shall cause the Company to follow any written instruction received from Seller with respect to the foregoing so long as such instruction is not inconsistent with the terms of the Reinsurance Agreement.

(b) Seller shall, within five (5) Business Days of receipt of notice thereof from Buyer, pay to Buyer any amounts payable by the Company after the Effective Time (as such term is defined in the Reinsurance Agreement) in accordance with Section 2.3 of the Reinsurance Agreement and not reflected in the Final Closing Surplus Amount in respect of any Reinsured Contracts (as such term is defined in the Reinsurance Agreement) that were reduced, terminated, lapsed or surrendered prior to the Effective Time and reinstated after the Effective Time; provided, that this reimbursement obligation shall terminate on the third anniversary of the Closing Date.

**ARTICLE VI
CONDITIONS PRECEDENT**

Section 6.1 Conditions to Obligations of Buyer. The obligations of Buyer to effect the purchase and sale of the Company Shares and the other actions to be taken at the Closing are further subject to the satisfaction or waiver by Buyer of the following conditions:

(a) Representations and Warranties. All Core Seller Representations and Warranties contained in this Agreement shall be true and correct in all but de minimis respects as of the Date of this Agreement and as of the Closing (except to the extent any such representation and warranty speaks only as of another date, in which event such representation and warranty shall have been true and correct as of such date). All other representations and warranties of Seller set forth in this Agreement shall be true and correct (without regard to any express qualifier therein as to materiality) as of the Date of this Agreement and as of the Closing as though made at and as of the Closing (except to the extent any such representation and warranty speaks only as of an earlier date, in which event such representation and warranty shall have been true and correct as of such date), except where the failure to be so true and correct, individually and in the aggregate, have not had, and would not reasonably be expected to have, a Seller Material Adverse Effect. Buyer shall have received a certificate signed by an officer of Seller to the effect set forth in this Section 6.1(a).

(b) Performance of Obligations. Seller shall have performed and complied, in all material respects, with all of its covenants and obligations hereunder through the Closing; and Buyer shall have received a certificate signed by an officer of Seller to the effect set forth in this Section 6.1(b).

(c) Regulatory Approvals. All Governmental Approvals set forth in Schedule 6.1(c) shall have been duly obtained (or any waiting period shall have expired or shall have been terminated), in each case without the imposition of any Burdensome Condition.

(d) No Actions. No temporary restraining order, preliminary or permanent injunction or other Order issued by any court of competent jurisdiction and no statute, rule or regulation of any Governmental Entity preventing the consummation of the transactions contemplated hereby shall be in effect. No Action brought by a Governmental Entity shall be pending that would or would reasonably be expected to (i) prevent consummation of the transactions contemplated by this Agreement; or (ii) cause the transactions contemplated by this Agreement to be rescinded following the Closing.

(e) Seller Material Adverse Effect. Between the Date of this Agreement and the Closing Date, no Seller Material Adverse Effect shall have occurred.

(f) Reinsurance Agreement. The Company and the Reinsurer shall have entered into the Reinsurance Agreement and the Reinsurance Agreement shall be in full force and effect, except to the extent the failure to do so is due to a breach by Buyer of its obligations under the Commitment Agreement.

(g) Recapture Triggering Event. There shall not have occurred and be continuing any fact, event or circumstance that would result in a “Recapture Event” under the Reinsurance Agreement (disregarding any notice or cure period provided therein) had the Reinsurance Agreement been in effect when such fact, event or circumstance first occurred, and the Company shall not have delivered any notice to the Reinsurer of its intent to recapture or rescind the reinsurance ceded under the Reinsurance Agreement.

(h) Delivery of Documents. Seller shall have delivered, or caused to be delivered, to Buyer each of the deliverables specified in Section 2.5(a).

(i) Rescinded Insurance Qualifications. There shall not have been and continue to be a Rescinded Insurance Event.

(j) Pre-Closing Dividend. The Pre-Closing Dividend shall have been paid in full by the Company.

Section 6.2 Conditions to Obligations of Seller. The obligations of Seller to effect the purchase and sale of the Company Shares and the other actions to be taken at the Closing are further subject to the satisfaction or waiver by Seller of the following conditions:

(a) Representations and Warranties. All Core Buyer Representations and Warranties contained in this Agreement shall be true and correct in all respects as of the Date of this Agreement and as of the Closing (except to the extent any such representation and warranty

speaks only as of another date, in which event such representations and warranty shall have been true and correct as of such date). All other representations and warranties of Buyer set forth in this Agreement shall be true and correct (without regard to any express qualifier therein as to materiality) as of the Date of this Agreement and as of the Closing (except to the extent any such representation and warranty speaks only as of an earlier date, in which event such representation and warranty shall have been true and correct as of such date), except where the failure to be so true and correct individually and in the aggregate, have not had, and would not reasonably be expected to have, a Buyer Material Adverse Effect. Seller shall have received a certificate signed on behalf of Buyer by an officer of Buyer to the effect set forth in this Section 6.2(a).

(b) Performance of Obligations of Buyer. Buyer shall have performed and complied, in all material respects, with all of its covenants and obligations hereunder through the Closing; and Seller shall have received a certificate signed by an officer of Buyer to the effect set forth in this Section 6.2(b).

(c) Regulatory Approvals. All Governmental Approvals set forth in Schedule 6.2(c) shall have been duly obtained (or any waiting period shall have expired or shall have been terminated).

(d) No Actions. No temporary restraining order, preliminary or permanent injunction or other Order issued by any court of competent jurisdiction and no statute, rule or regulation of any Governmental Entity preventing the consummation of the transactions contemplated hereby shall be in effect. No Action brought by a Governmental Entity shall be pending that would or would reasonably be expected to (i) prevent consummation of the transactions contemplated by this Agreement; or (ii) cause the transactions contemplated by this Agreement to be rescinded following the Closing. No Action shall be pending or threatened against Buyer before any Governmental Entity that would or would reasonably be expected to (i) prevent consummation of the transactions contemplated by this Agreement; or (ii) cause the transactions contemplated by this Agreement to be rescinded following the Closing.

(e) Reinsurance Agreement. The Reinsurer shall have entered into the Reinsurance Agreement except to the extent the failure to do so is due to a breach by Seller of its obligations under the Commitment Agreement.

(f) Delivery of Documents. Buyer shall have delivered, or caused to be delivered, to Seller each of the deliverables specified in Section 2.5(b).

ARTICLE VII SURVIVAL OF REPRESENTATIONS AND WARRANTIES

Section 7.1 Survival

(a) All representations and warranties contained in this Agreement shall survive the Closing until the close of business on the date that is eighteen (18) months after the Closing Date except:

(i) for the representations and warranties of Seller contained in Section 3.6, which shall survive the Closing until the fifth (5th) anniversary of the Closing, and the other

Core Seller Representations and Warranties, which shall survive until the date that is sixty (60) days past the expiration of the applicable statute of limitations; and

(ii) for the Core Buyer Representations and Warranties, which shall survive until the date that is sixty (60) days past the expiration of the applicable statute of limitations.

(b) All covenants and agreements contained in this Agreement that by their terms apply or are required to be performed in their entirety on or prior to the Closing shall survive for a period of eighteen (18) months after the Closing, and all covenants and agreements contained in this Agreement that by their express terms are to have effect or be performed after the Closing, shall survive the Closing until fully performed in accordance with their terms.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Obligation to Indemnify.

(a) From and after Closing, Seller shall indemnify and hold harmless Buyer, its Affiliates (including, following the Closing, the Company), and their respective directors, officers, shareholders, partners, members and employees and their heirs, successors and permitted assigns (collectively, “**Buyer Indemnified Parties**”) from, against and in respect of any damages, losses, charges, Liabilities, payments, judgments, settlements, assessments, deficiencies, interest, penalties, and reasonable costs and expenses (including reasonable attorneys’ fees, and reasonable out of pocket disbursements) (“**Losses**”) imposed on, sustained, or incurred or suffered by any of Buyer Indemnified Parties, whether in respect of Third Party Claims, claims between the Parties, or otherwise, directly or indirectly resulting from, in connection with or arising out of: (i) the inaccuracy or any breach of the representations and warranties of Seller contained in this Agreement; (ii) any failure by Seller to perform, or breach by Seller of, its covenants or obligations contained in this Agreement; (iii) the Pre-Closing Reorganization Transactions or the Excluded Assets; (iv) any breach of any representation or warranty made by the Company in the Reinsurance Agreement; (v) any liability of the Company in respect of the Reinsured Contracts (as defined in the Reinsurance Agreement) that was incurred prior to the Effective Time, including any Extra-Contractual Obligation (as defined in the Reinsurance Agreement) arising out of acts or omissions of the Company or its Affiliates occurring prior to the Effective Time, in each case solely to the extent such liability is not reinsured by the Reinsurer under the Reinsurance Agreement; (vi) any liability of the Company in respect of any Insurance Contract issued prior to the Closing Date or reinsurance agreement entered into prior to the Closing Date under which the Company is the assuming party, in each case solely to the extent such liability is not reinsured by the Reinsurer under the Reinsurance Agreement; (vii) any Taxes for which Seller is responsible in accordance with Article IX; (viii) the Liabilities set forth in Section 3.6 of the Seller Disclosure Schedule; (ix) the Post-Closing Arrangements; (x) the termination of, the satisfaction of any obligations or liabilities under, or any other liabilities arising under, the Company Contracts to be terminated in accordance with Section 5.13; or (xi) any action taken by Buyer (including any action taken by the Company) at the direction of Seller in compliance with Section 5.18(a).

(b) The rights of Buyer Indemnified Parties to indemnification under Section 8.1(b)(i) shall be subject to the following limitations:

(i) Except as set forth in Section 8.1(b)(iii), Buyer Indemnified Parties shall be entitled to indemnification under Section 8.1(a)(i) only to the extent that the aggregate amount of Losses exceed on a cumulative basis \$200,000 (the “**Basket**”), at which point Seller shall be obligated to indemnify Buyer Indemnified Parties from and against all such Losses in excess of such Basket amount; provided, however, that Seller shall not have any liability under Section 8.1(a)(i) for any individual claims where the Loss relating thereto is less than \$25,000 (except that any series of claims arising from substantially similar underlying facts, events or circumstances shall be treated as a single claim for purposes of this proviso) and such individual claims shall not be aggregated for purposes of this Section 8.1(b)(i).

(ii) Except as set forth in Section 8.1(b)(iii), the aggregate amount of Losses for which Buyer Indemnified Parties are entitled to indemnification under Section 8.1(a)(i) shall not, in any event, exceed an amount equal to ten percent (10%) of the Purchase Price paid to Seller (the “**Cap**”).

(iii) Notwithstanding Section 8.1(b)(i) and Section 8.1(b)(ii), Losses arising out of the following shall not be subject to the Basket or the Cap: (A) any breaches or inaccuracies of any Core Seller Representations and Warranties or (B) Fraud.

(c) From and after Closing, Buyer shall indemnify and hold harmless Seller, its Affiliates, and their respective directors, officers, shareholders, partners, members and employees and their heirs, successors and permitted assigns (collectively, “**Seller Indemnified Parties**”) from, against and in respect of any Losses imposed on, sustained, or incurred or suffered by any of Seller Indemnified Parties, whether in respect of Third Party Claims, claims between the Parties, or otherwise, directly or indirectly resulting from, in connection with or arising out of: (i) the inaccuracy or any breach of the representations and warranties of Buyer contained in this Agreement; or (ii) any failure by Buyer to perform, or breach by Buyer of, its covenants or obligations contained in this Agreement, except to the extent such Losses relate to or are incurred as a result of any matter for which Seller has indemnified Buyer pursuant to this Agreement.

(d) Seller Indemnified Parties shall be entitled to indemnification under Section 8.1(c)(i) only to the extent that the aggregate Losses exceed the Basket amount, at which point Buyer shall be obligated to indemnify Seller Indemnified Parties from and against all such Losses in excess of such Basket amount, except for those Losses arising out of the following: (A) any breaches or inaccuracies of any Core Buyer Representations and Warranties; or (B) Fraud.

(e) For purposes of this Article VIII, in determining whether there has been any inaccuracy or breach of the representations and warranties of either Party contained in this Agreement, and the amount of any indemnifiable Losses in respect thereof, each representation and warranty contained in this Agreement (other than Section 3.4(b) and (d), the first sentence of Section 3.9 and Section 3.13) shall be read without regard to any materiality, Seller Material Adverse Effect, Buyer Material Adverse Effect, material adverse effect or similar qualifier contained therein.

(f) In no event shall either Party's aggregate indemnification obligation for Losses pursuant to this Article VIII exceed the Purchase Price, except for Losses arising out of Fraud.

Section 8.2 Indemnification Notice Procedures.

(a) Promptly after the incurrence of any Loss by the Person seeking indemnification hereunder (an "**Indemnified Party**"), whether pursuant to a claim that is a Third Party Claim or a claim that is not a Third Party Claim, in each case, which might give rise to indemnification pursuant to Section 8.1, the Indemnified Party shall provide prompt written notice (the "**Indemnification Notice**") to the Party from whom indemnification is sought (the "**Indemnifying Party**") of any claim or demand that it may have pursuant to Section 8.1; provided, that in the event such Indemnification Notice relates to a Third Party Claim, the Indemnified Party shall provide an Indemnification Notice to the Indemnifying Party with respect thereto reasonably promptly and in any case within fifteen (15) Business Days following such Indemnified Party's receipt of such Third Party Claim. Any delay in delivering an Indemnification Notice shall not affect the indemnification provided hereunder except (i) to the extent the Indemnifying Party shall have been materially prejudiced as a result of such delay and (ii) that the Indemnifying Party shall not be liable for any expenses incurred during the period in which the Indemnified Party failed to give such notice. An Indemnification Notice shall contain a description of the facts underlying or related to such claim (to the extent known to the Indemnified Party) and copies of any correspondence, notices or pleadings (if a Third Party Claim), and a good faith estimate of the Losses to the extent reasonably determinable at such time. Thereafter, copies of all material notices and documents (including court papers) received by the Indemnified Party relating to a Third Party Claim shall be delivered to the Indemnifying Party promptly after the Indemnified Party's receipt thereof.

(b) At any time after an Indemnified Party has delivered an Indemnification Notice with respect to a claim other than a Third Party Claim, such Indemnified Party may deliver a written notice that attaches the original Indemnification Notice, sets forth a summary in reasonable detail of the facts underlying or relating to such claim to the extent then known by the Indemnified Party, includes a statement demanding indemnification from the Indemnifying Party and includes a statement of the amount of Losses for which the Indemnified Party seeks indemnification at that time (a "**Demand Notice**"). The Indemnifying Party shall have forty-five (45) Business Days from the date on which the Indemnified Party delivers a Demand Notice during which to notify the Indemnified Party in writing of any objections it has to the Indemnified Party's notice or claims for indemnification. If the Indemnifying Party accepts the claim as set forth in the Demand Notice, it shall have fifteen (15) Business Days from the date of acceptance to pay such claim. If the Indemnifying Party gives notice to the Indemnified Party that it disputes all or part of the claim described in such Demand Notice or fails to notify the Indemnified Party whether the Indemnifying Party disputes all or part of the claim described in such Demand Notice, in either case, within forty-five (45) Business Days of the Indemnifying Party's receipt of such written notice of such Demand Notice, the Indemnified Party may pursue its indemnification rights hereunder and whatever other legal remedies may be available to enforce its rights under this Article VIII.

Section 8.3 Third Party Claims.

(a) The Indemnified Party agrees to give the Indemnifying Party notice in writing of the assertion of any Third Party Claim in respect of which indemnity may be sought under Section 8.1 in accordance with the notice procedures set forth in Section 8.2.

(b) (i) With respect to a Third Party Claim, the Indemnifying Party will be entitled to participate in the defense thereof and, if it so elects, to assume the defense thereof, provided that the Indemnifying Party within thirty (30) days from receipt of the Indemnification Notice with respect to a Third Party Claim (the “**Defense Notice Period**”) notified the Indemnified Party of its election to assume the defense of such Third Party Claim. If the Indemnifying Party notifies the Indemnified Party within the Defense Notice Period that it elects to defend such Third Party Claim, it shall assume the defense of such action, and except as contemplated herein, all fees, costs and expenses incurred in connection with defending or settling the Third Party Claim shall be borne solely by the Indemnifying Party. Once the Indemnifying Party has duly assumed the defense of a Third Party Claim, the Indemnified Party shall have the right, but not the obligation, to participate in the defense thereof and to employ counsel at its own expense separate from the counsel employed by the Indemnifying Party. The Indemnified Party shall participate in any such defense at its own expense unless the Indemnifying Party and the Indemnified Party are both named parties to the proceedings and the Indemnified Party’s counsel shall have reasonably concluded that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them or the availability to the Indemnified Party of one or more defenses or counterclaims that are inconsistent with one or more of those that may be available to the Indemnifying Party in respect thereof, in which case, all such expenses incurred by the Indemnified Party in connection with such defense shall be borne by the Indemnifying Party. Each Party shall reasonably cooperate in the defense or prosecution of a Third Party Claim. Such cooperation shall include the retention and, upon the Indemnifying Party’s request, the provision to the Indemnifying Party of records and information which are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(ii) Whether or not the Indemnifying Party shall have assumed the defense of a Third Party Claim, the Indemnifying Party shall have no liability with respect to any compromise or settlement of such claims effected without its written consent and the Indemnifying Party shall not consent to the entry of judgment, admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Indemnified Party’s prior written consent unless (A) there is no finding or admission of any violation of applicable Law and no effect on any other claims that have been made against the Indemnified Party or any of its Affiliates; (B) there is no imposition of an Order that would restrict the future activity of the Indemnified Party or its Affiliates; and (C) the sole relief provided is monetary damages that are concurrently paid in full by the Indemnifying Party and a full and complete release is provided to the Indemnified Party and its Affiliates.

(iii) Notwithstanding anything to the contrary in this Agreement, the procedures for all Tax Claims shall be governed exclusively by Section 9.5 and not this Section 8.3.

Section 8.4 Survival; Expiration of Claims. The ability of any Party to seek indemnification under Section 8.1 shall terminate on the expiration of the applicable survival period set forth in Article VII, unless such Party shall have made a claim for indemnification pursuant to Section 8.2 or Section 8.3, as applicable, therefor prior to termination of such survival period. If a Party has made a claim for indemnification pursuant to Section 8.2 or Section 8.3, as applicable, prior to the termination of such survival period, then such indemnification claim shall not be extinguished by the passage of the applicable termination survival period.

Section 8.5 Indemnification Payments. All payments made by an Indemnifying Party to an Indemnified Party in respect of any claim pursuant to this Article VIII or Article IX shall be made by wire transfer of immediately available funds to an account designated in writing by the relevant Indemnified Party.

Section 8.6 Other Provisions.

(a) No Indemnifying Party shall have any liability for Losses hereunder for any consequential, indirect, special or punitive damages, including loss of future revenue, income or profits, or diminution in the value of the Company or any multiple thereof or diminution or loss of business reputation or opportunity or any multiple thereof (except to the extent actually paid to a Third Party in a Third Party Claim by an Indemnified Party).

(b) Any indemnity payment made by Seller to the Buyer Indemnified Parties, on the one hand, or Buyer to the Seller Indemnified Parties, on the other hand, pursuant to this Article VIII in respect of any Loss shall be net of an amount equal to (x) any insurance proceeds actually received by the Indemnified Party in respect of such claim minus (y) any related costs and expenses, including the aggregate cost of pursuing any related insurance claims plus any related increases in insurance premiums or other chargebacks; provided, however, that any amount payable by an Indemnifying Party pursuant to this Article VIII shall not be delayed or reduced pending any receipt of insurance proceeds. If an Indemnified Party actually receives any amounts under applicable insurance policies, or from any other Person alleged to be responsible for any Losses, subsequent to an indemnification payment by the Indemnifying Party, then such Indemnified Party shall promptly reimburse the Indemnifying Party for any payment made or expense incurred by such Indemnifying Party in connection with providing such indemnification payment up to the amount received by the Indemnified Party, net of any expenses incurred by such Indemnified Party in collecting such amount.

(c) Seller or Buyer, as applicable, shall, and shall cause the Indemnified Parties over which it has control to, use reasonable best efforts to mitigate all indemnifiable Losses for which indemnification may be sought hereunder to the extent required by the Laws of the State of Delaware; provided, that the costs and expenses of such mitigation shall constitute indemnifiable Losses hereunder.

(d) With respect to any Loss for which the Buyer Indemnified Parties are entitled to indemnification and that has been expressly accrued for or reserved against in the Closing Balance Sheet and reflected in the Final Closing Surplus Amount (as adjusted in accordance with Section 2.2(c)(ii)), Seller will be liable to the Buyer Indemnified Parties for such Loss only to the extent the Loss exceeds the amount of the accrual or reserve.

Section 8.7 Exclusive Remedy. From and after the Closing, other than with respect to claims based on Fraud, the indemnification provisions of Article IX and this Article VIII shall be the sole and exclusive remedy with respect to any and all claims arising out of, in connection with or relating to the Company, the Company Shares, this Agreement, the negotiation and execution of this Agreement or any agreement entered into pursuant to this Agreement (except to the extent otherwise expressly set forth therein) or the performance by the Parties of its or their terms, and no other remedy (except as provided in Section 11.7 below) shall be had pursuant to any Contract, misrepresentation, strict liability or tort theory or otherwise by any Party and its officers, directors, employees, agents, affiliates, attorneys, consultants, insurers, successors and assigns, all such remedies being hereby expressly waived to the fullest extent permitted under applicable Law.

ARTICLE IX TAX MATTERS

Section 9.1 Tax Indemnity.

(a) Seller shall be liable for and pay, and shall indemnify and hold harmless Buyer Indemnified Parties, from and after the Closing Date, from and against (i) all liability for Taxes (other than Excluded Taxes) imposed on or of the Company, or for which the Company may otherwise be liable, for any Pre-Closing Tax Period (including (x) any transaction occurring in the Pre-Closing Tax Period and (y) all Taxes of Seller and the Company resulting from any election pursuant to Section 338(h)(10) of the Code (or any comparable election pursuant to state, local or foreign Tax Law) made with respect to the Company pursuant to Section 9.7 of this Agreement), (ii) all liability for Taxes imposed on the Company pursuant to Treasury Regulations Section 1.1502-6 or any comparable provision of state, local or foreign law with respect to any tax period ending on or before (and including) the Closing Date that are imposed on the Company as a result of the Company having been included as a member of a group that filed (or should have filed) its Tax Returns on a combined, consolidated or unified basis, (iii) all liability for Taxes resulting from Seller's breach of the covenants set forth in this Article IX, and (iv) any Transfer Taxes allocable to Seller under Section 9.6. Whenever it is necessary to determine the liability for Taxes of the Company for the portion of a Straddle Period that ends on or before the Closing Date, and the portion of a Straddle Period that begins after the Closing Date, the determination shall be made by assuming that the Straddle Period consisted of two taxable years or periods, one which ended at the close of the Closing Date and the other which began at the beginning of the day following the Closing Date, and items of income, gain, deduction, loss or credit of the Company for the Straddle Period shall be allocated between such two taxable years or periods on a "closing of the books basis" by assuming that the books of the Company were closed at the close of the Closing Date, provided, however, that (i) transactions occurring on the Closing Date that are properly allocable (based on, among other relevant factors, factors set forth in Treasury Regulations Section 1.1502-76(b)(1)(ii)(B)) to the portion of the Closing Date after the Closing shall be allocated to the taxable year or period that is deemed to begin at the beginning of the day following the Closing Date, and (ii) Taxes, exemptions, allowances or deductions that are calculated on an annual basis, such as property Taxes and depreciation deductions, shall be apportioned between such two taxable years or periods on a daily basis.

Section 9.2 Preparation and Filing of Tax Returns.

(a) Seller shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) (i) all Tax Returns that are required to be filed by or with respect to the Company on a combined, consolidated or unitary basis with Seller or any Affiliate thereof (other than the Company), (ii) all other Tax Returns that are required to be filed by or with respect to the Company for taxable years or periods ending on or before the Closing Date, and (iii) all other Tax Returns that are required to be filed by or with respect to the Company or any subsidiary (taking into account all extensions properly obtained) on or prior to the Closing Date; provided, however, that Seller shall not be responsible for filing any Tax Returns relating to Insurance Excise Taxes. In each case, Seller shall remit or cause to be remitted any Taxes due in respect of such Tax Returns. Buyer shall remit to Seller any Taxes in respect of Tax Returns to be filed by Seller under clause (ii) of this Section 9.2(a) for which Seller is not responsible under Section 9.1(a) no later than three (3) days before the filing of such Tax Return. Following the Closing Date, Seller shall not file any Tax Return referred to in clause (ii) of this Section 9.2(a) without first obtaining the written consent of the Buyer (such consent not to be unreasonably withheld, conditioned, or delayed). Buyer shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) all other Tax Returns not referred to in clauses (i), (ii) or (iii) of this Section 9.2(a) that are required to be filed by or with respect to the Company or any subsidiary after the Closing Date, including all Tax Returns relating to Insurance Excise Taxes, and Buyer shall remit or cause to be remitted any Taxes due in respect of such Tax Returns. Seller shall remit to Buyer any Taxes in respect of Tax Returns required to be filed by Buyer under this Section 9.2(a) for which Seller is responsible under Section 9.1(a) no later than three (3) days before the filing of such Tax Return.

(b) All Tax Returns that Buyer is required to file or cause to be filed in accordance with this Section 9.2 that relate to any Straddle Period, including all Tax Returns relating to Insurance Excise Taxes, shall, except as otherwise required by applicable law, be prepared and filed in a manner consistent with past practice and, on such Tax Returns, no position shall be taken, election made or method adopted that is inconsistent with positions taken, elections made or methods used in preparing and filing similar Tax Returns in prior periods. With respect to any such Tax Return to be filed by Buyer, not less than thirty (30) days prior to the due date for such Tax Return, taking into account extensions (or, if such due date is within thirty (30) days following the Closing Date, as promptly as practicable following the Closing Date), Buyer shall provide Seller with a draft copy of such Tax Return for Seller's approval (which approval shall not be unreasonably withheld, conditioned or delayed).

(c) None of Buyer or any Affiliate of Buyer shall (or shall cause or permit the Company or any subsidiary to) make or change any Tax election, amend, refile or otherwise modify (or grant an extension of any statute of limitation with respect to) any Tax Return relating in whole or in part to the Company or any subsidiary with respect to any taxable year or period ending on or before the Closing Date or with respect to any Straddle Period, which, in each case, would materially increase Seller's obligation to indemnify Buyer pursuant to Section 9.1, without the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned, or delayed), or take any other action that would materially increase Seller's Tax liability or reduce any Tax benefit in respect of any taxable year or period ending on or before the Closing Date or any Straddle Period.

(d) Following the Closing, the Buyer shall cause the Company to file all Tax Returns required to be filed in respect of any Insurance Excise Tax, and shall cause the Company to remit any Tax due in respect of such Tax Returns. Seller shall have no obligation to prepare or file such Tax Return.

Section 9.3 Tax Refunds. Any refunds or credits of Taxes (excluding any refunds accounted for as an asset in calculating the Final Closing Surplus Amount), plus any interest attributable thereto, that are received by Buyer (or its Affiliates) or the Company and any amounts credited against Taxes, plus any interest attributable thereto, to which Buyer (or its Affiliates) or the Company become entitled, that relate to Pre-Closing Tax Periods and Straddle Periods of the Company (such refund and credit for a Straddle Period to be allocated in accordance with the principles of Section 9.1(b)), shall be for the account of Seller, and Buyer shall pay (or cause to be paid) to Seller (in immediately available funds) any such refund or the amount of such credit within fifteen (15) days after receipt or entitlement thereto (or utilization thereof). For purposes of this Section 9.3, the Company shall be deemed to have received a refund or credit of Taxes that relate to Pre-Closing Tax Periods and Straddle Periods of the Company (such refund and credit for a Straddle Period to be allocated in accordance with the principles of Section 9.1(b)) to the extent that the Company elects to apply such refund or credit, which it would otherwise would have been entitled to receive, to offset or reduce Taxes relating to any period (or portion of any Straddle Period, determined in accordance with the principles of Section 9.1(b)) beginning after the Closing Date. Buyer shall, and shall cause the Company and its Subsidiaries, to cooperate with Seller in obtaining refunds and credits of the Company relating to Pre-Closing Tax Periods and Straddle Periods (including through amendment of Tax Returns).

Section 9.4 Tax Notice; Tax Controversies.

(a) If, after the Closing Date, Seller, Buyer, the Company or any of their Affiliates receives notice of a Tax audit, examination, review or other proceeding (a “**Tax Claim**”) with respect to any Tax Returns of the Company that relate to any Pre-Closing Tax Period (a “**Pre-Closing Tax Claim**”), then within ten (10) days after receipt of such notice, the Person receiving such notice shall notify the other parties to this Agreement of such notice.

(b) Seller shall have the right, at its own expense and upon notifying Buyer, to control any Pre-Closing Tax Claim (which does not relate to a Straddle Period) that is expected to result in Seller indemnifying Buyer pursuant to Section 9.1. Seller shall, however, keep Buyer informed of all developments on a timely basis, shall provide to Buyer copies of any and all correspondence related to such Pre-Closing Tax Claim and shall provide Buyer with the opportunity to attend conferences with the relevant Governmental Entity and to review and provide comments with respect to written responses provided to the relevant Governmental Entity. Each Party shall bear its own costs for participating in such Pre-Closing Tax Claim. Seller shall not settle, compromise or abandon any such Pre-Closing Tax Claim without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall control any such Pre-Closing Tax Claim that Seller does not elect to control. Notwithstanding the above, Seller shall have exclusive right to control and settle any Pre-Closing Tax Claim to the extent that such Tax Claim relates to an income Tax Return filed on a combined, consolidated or unitary basis with Seller or any Affiliate thereof without consent or participation of Buyer.

(c) Buyer shall control any Tax Claim relating to a Tax Return filed for a Straddle Period (a “**Straddle Period Tax Claim**”); Buyer shall, however, with respect to any Straddle Period Tax Claim that is expected to increase Seller’s indemnification obligation pursuant to Section 9.1, keep Seller informed of all developments on a timely basis, shall provide to Seller copies of any and all correspondence related to such Straddle Period Tax Claim and shall provide Seller with the opportunity to attend conferences with the relevant Governmental Entity and to review and provide comments with respect to written responses provided to the relevant Governmental Entity. Each Party shall bear its own cost for participating in such Straddle Period Tax Claim. Buyer shall not settle, compromise or abandon any such Straddle Period Tax Claim if such settlement or other resolution is reasonably expected to result or lead to a material adverse effect on the Company for any Pre-Closing Tax Period without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 9.5 Cooperation and Controversies.

(a) Seller and Buyer shall reasonably cooperate, and shall cause their respective Affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate, in preparing and filing all Tax Returns, including executing or causing the execution of Tax Returns on behalf of the Company and maintaining and making available to each other all records necessary in connection with Taxes and in resolving in good faith all disputes and audits with respect to all taxable periods relating to Taxes. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by Taxing Authorities. Each Party and its Affiliates shall make its employees available on a basis mutually convenient to both parties to provide explanations of any documents or information provided hereunder. Each of Seller and Buyer shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Company for each Pre-Closing Tax Period, Straddle Period and for all prior Tax periods until ninety (90) days after the expiration of the statute of limitations of the Tax period to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified in writing of such extensions for the respective Tax periods. Any information obtained pursuant to this Section 9.5 shall be kept confidential except as otherwise may be necessary in connection with the filing of Tax Returns or claims for Tax Refunds or in conducting a contest or as otherwise may be required by applicable Law. Notwithstanding anything to the contrary in this Agreement, neither Buyer nor any member of Buyer’s Group shall have access to any combined, unified, consolidated, affiliated or similar group Tax Returns (or any portion thereof) which respect to the Company, Seller or any member of Seller’s Group, or any work papers, documents, books, records, data or other information pertaining thereto.

(b) With respect to any income Tax Return required to be filed by an Affiliated Group of which Seller (or its Affiliates) are the common parent and the Company was a member, Buyer, if so requested in writing by Seller, shall at Seller’s cost promptly (but in no event later than 120 days following the Closing Date) cause the Company to prepare and provide to Seller a package of Tax information materials, which shall be completed in accordance with the past practice of the Company as to providing the information, schedules and work papers and as to the method of computation of separate taxable income or other relevant measure of income of the Company.

Section 9.6 Transfer Taxes. Any transfer, excise, sales, use, value added, stamp, documentary, filing, recordation taxes and other similar Taxes, fees and charges incurred in connection with this Agreement, together with any inflation adjustment, interest, penalties or additions with respect thereto (collectively, “**Transfer Taxes**”) shall be borne 50% by Buyer and 50% by Seller. The party responsible for filing any Tax Returns that relate to Transfer Taxes under applicable law shall timely prepare and file such Tax Returns and pay such Transfer Taxes to the applicable Tax authority and the other shall promptly reimburse the other party for their share of such Transfer Taxes.

Section 9.7 Section 338(h)(10).

(a) Seller and Buyer shall join in making (or cause to be made), and will take any and all actions necessary to effect, a timely and irrevocable election under Section 338(h)(10) of the Code (and under any comparable provisions of state, local, or foreign law for which a separate election is permissible) on behalf of the Company (the “**Section 338(h)(10) Election**”). Seller, Buyer and the Company hereby agree to be bound by the Section 338(h)(10) Election and to act, and cause their respective Affiliates to act, in accordance with the Section 338(h)(10) Election for federal Tax purposes (including in the filing of federal Tax Returns and IRS Form 8883 (“**Form 8883**”)) and not to take, or cause to be taken, any action or position that would be inconsistent with or prejudice the Section 338(h)(10) Election. No later than five (5) Business Days prior to the anticipated Closing Date, Seller will provide to Buyer information necessary to enable Buyer to complete IRS Form 8023 (“**Form 8023**”) and Seller and Buyer shall jointly execute Form 8023 with respect to the transaction. Seller shall be responsible for filing the Form 8023. Each of Seller and Buyer shall be responsible for filing a Form 8883 for the Company and shall provide copies of the completed Form 8883 to each other prior to filing the same. Buyer and Seller shall cooperate in good faith with each other with respect to the preparation and execution of Form 8023, Form 8883, and any additional or supplemental forms in connection with the Section 338(h)(10) Election (including any amended or supplemental Forms 8023).

(b) Notwithstanding anything to the contrary contained herein, Seller and/or the “selling consolidated group” (as defined in Treasury Regulation Section 1.338(h)(10)-1(b)(2)) will be solely responsible for the payment of any and all federal Taxes resulting from the making of the Section 338(h)(10) Election.

(c) Seller and Buyer agree that the Section 338(h)(10) Election and the Pre-Closing Reorganization Transactions described in Annex 1, insofar as they relate to the Company, shall be treated for U.S. federal income tax purposes as a “plan of liquidation” within the meaning of Section 332(b) of the Code.

Section 9.8 Allocation of Consideration. The “aggregate deemed sales price” for the Company as defined in and required to be allocated pursuant to Section 338(h)(10) of the Code shall be allocated among the assets of the Company in a manner consistent with Section 338 of the Code and Seller and Buyer shall report such allocation on Form 8883 and any other forms or statements required by the Code, Treasury Regulations, the IRS or any applicable state or local Taxing Authority.

Section 9.9 Certain Limitations. Notwithstanding anything to the contrary contained in

this Agreement, Seller shall not be required to indemnify or hold harmless Buyer and its Affiliates (including after the Closing, the Company) in respect of or against any and all Losses resulting from, relating or attributable to any and all Taxes attributable to a Post-Closing Tax Period other than any Taxes in connection with or arising out of the breach or inaccuracy of the representation and warranty of Seller contained in Section 3.10(d).

Section 9.10 Treatment of Post-Closing Payments. Buyer and Seller agree to treat (i) any amounts payable pursuant to Section 5.18 as an adjustment to amounts paid under the Reinsurance Agreement and (ii) any other amounts payable after the Closing by Seller to Buyer (or by Buyer to Seller) pursuant to this Agreement as an adjustment to the Purchase Price, unless a Final Determination by the appropriate Taxing Authority or court causes any such payment not to be treated as an adjustment to the Purchase Price for Tax purposes.

Section 9.11 Termination of Tax Allocation Arrangements. Any tax sharing, tax indemnity, tax allocation or similar agreement entered into by Seller or any Affiliate of Seller, on the one hand, and the Company, on the other hand, shall be terminated as to the Company on or prior to the Closing, and after the Closing, the Company shall not have any liability thereunder.

Section 9.12 Coordination. Notwithstanding anything in this Agreement to the contrary, in the event there is a conflict between this Article IX and any provision contained in any other Article of this Agreement, this Article IX shall control.

ARTICLE X TERMINATION PRIOR TO THE CLOSING

Section 10.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing:

(a) by Seller or Buyer in writing, if any Order shall have been issued and shall have become final and nonappealable, or if any statute shall have been enacted, or if any rule or regulation shall have been promulgated by any Governmental Entity, that prohibits or restrains either Party from consummating the transactions contemplated by this Agreement, and the Party seeking to terminate this Agreement pursuant to this Section 10.1(a) shall have used its reasonable best efforts to cure such condition;

(b) by Seller or Buyer, if there shall have been a material breach by Buyer or Seller, respectively, of any of their respective representations, warranties, covenants or obligations contained herein, which breach would result in the failure to satisfy any condition set forth in Article VI, and in any such case such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within thirty (30) calendar days after written notice thereof shall have been received by the Party alleged to be in breach; provided, however, that the right to terminate this Agreement under this Section 10.1(b) shall not be available to a Party whose breach of this Agreement would result in the failure to satisfy any condition set forth in Article VI;

(c) at any time prior to the Closing, by mutual written consent of Seller and Buyer;

(d) by Seller or Buyer, upon written notice to the other Party, if the Closing fails to occur within 180 days of the Date of this Agreement (the “**Outside Date**”); provided, however, that if the Closing has not occurred on or prior to the Outside Date due solely to the conditions set forth in Section 6.1(c) or Section 6.2(c) having not been satisfied, either Buyer or Seller may, in its sole discretion, choose to extend the Outside Date by an additional 60 days; provided further that the right to terminate this Agreement under this Section 10.1(d) shall not be available to a Party whose breach of this Agreement or the Commitment Agreement would result in the failure to satisfy any condition set forth in Article VI;

(e) by Buyer in the event of a Rescinded Insurance Event; or

(f) By Seller or Buyer, upon written notice to the other Party, if the Commitment Agreement terminates, other than as a result of the execution of the Reinsurance Agreement; provided that the right to terminate this Agreement under this Section 10.1(f) shall not be available to a Party whose breach of the Commitment Agreement caused or resulted in the termination thereof.

Section 10.2 Effect of Termination; Survival. In the event of termination of this Agreement as provided in Article X:

(a) this Agreement shall forthwith become void and there shall be no liability on the part of any Party except (i) under the provisions of Section 5.6, Section 11.1, and any other Section of this Agreement which, by its express provisions, survives the termination of this Agreement, or the survival of which is necessary to fulfill the intended effect of any other Section which, by its express provisions, survive the termination of this Agreement and (ii) that nothing herein shall relieve any Party from liability for any breach of this Agreement prior to its termination; and

(b) all filings, applications and other submissions made pursuant to the transactions contemplated by this Agreement shall, to the extent practicable, be withdrawn from the Governmental Entity or other Person to which made.

ARTICLE XI GENERAL PROVISIONS

Section 11.1 Fees and Expenses. Whether or not the Closing shall occur, each Party shall pay such Party’s own fees and expenses incident to preparing for, entering into and carrying out this Agreement and the transactions contemplated hereby, and Seller shall bear the fees and expenses of the Company incurred prior to Closing.

Section 11.2 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of (a) in the case of personal delivery, when actually delivered; (b) in the case of delivery by prepaid overnight courier with guaranteed next day delivery, the day designated for delivery by such courier; (c) in the case of delivery by registered or certified mail, postage prepaid, return receipt requested, five (5) days after deposit in the mails; or (d) in the case of transmittal by electronic mail, upon receipt by the sender of electronic confirmation of such transmittal, and in each case shall be addressed as follows (or at such other address or e-mail address for a Party as shall be specified by like notice):

(a) If to Buyer, to:

Bestow Inc.
750 North St. Paul Street
Suite 1900
Dallas, TX 75201
Attention: Christopher P. Laia
Telephone: 210-606-8003
E-mail: chrisl@bestow.com
legal@bestow.com

with a copy, which shall not constitute notice to Buyer, to:

Gregory Astrachan
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Telephone: 212-728-8608
E-mail: gastrachan@willkie.com

(b) If to Seller, to:

Wells Fargo
90 S 7th Street, 17th Floor
Minneapolis, MN 55402
MAC N9305-174
Attention: Justina Roberts
Telephone: 763-251-0521
E-mail: Justina.Roberts@wellsfargo.com
MALegal@wellsfargo.com

with a copy, which shall not constitute notice to Seller, to:

Wells Fargo
800 Walnut Street
Des Moines, IA 50309
MAC F0001-080
Attention: Bruce Miller
Telephone: 515-557-7508
E-mail: brucemiller@wellsfargo.com

and

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019
Attention: Dennis Manfredi
Telephone: 212-839-7365
E-mail: dmanfredi@sidley.com

Section 11.3 Entire Agreement; Joint Negotiation; Third-Party Beneficiaries.

(a) This Agreement (including all exhibits, annexes and schedules hereto, and the Disclosure Schedules) constitutes the entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior agreements, understandings, representations and warranties, both written and oral, among the Parties with respect to such subject matter.

(b) The Parties hereto have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(c) Except as otherwise provided in Article VIII or Article IX, the terms and provisions of this Agreement are intended solely for the benefit of the Parties, and their respective successors and assigns, and nothing in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy or claim under, or in respect of, this Agreement or any provision contained herein.

Section 11.4 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with the Laws of the State of Delaware, without regard to its conflict of laws principles that would require application of the Laws of a jurisdiction other than the State of Delaware. Except as provided in Section 2.2(c)(ii), the Parties hereby irrevocably and unconditionally (a) submit to the exclusive jurisdiction of any State or Federal Court sitting in New Castle County, Delaware (any such court, a “**Delaware Court**”) over any Action arising out of or relating to this Agreement; (b) agree that service of any process, summons, notice or document by the means specified herein shall be effective service of process for any Action brought against such Party in a Delaware Court; (c) waive any objection to the laying of venue of any such Action brought in a Delaware Court has been brought in an inconvenient forum; and (d) agree that final judgment in any such Action in a Delaware Court shall be conclusive and binding upon the Parties and may be enforced in any other courts to whose jurisdiction the Party against whom enforcement is sought may be subject, by suit upon such judgment. IN ADDITION TO THE FOREGOING, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH PARTY HEREBY ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL UNDERSTANDING AND KNOWLEDGE OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY.

Section 11.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations of any Party shall be assigned, in whole or in part, by operation of Law or otherwise by such Party without the prior written consent of the other Parties, and any such assignment that is not consented to shall be null and void; provided, however, that Buyer or Seller may designate one or more of its Affiliates to perform its obligations hereunder; provided, however, that in each case Buyer or Seller, as the case may be, shall nonetheless shall remain responsible for the performance of all of its obligations hereunder. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

Section 11.6 Payments. Except to the extent otherwise expressly provided in this Agreement, all payments to be made under this Agreement shall be made in full, without any set-off, counterclaim, restriction or condition and without any deduction or withholding (save as may be required by applicable Law or otherwise agreed). If any deduction or withholding is required by applicable Law to be made from any payment pursuant to this Agreement, and no exemption from or reduction in the rate of such deduction or withholding is applicable (either pursuant to a double taxation agreement otherwise), then the Party making the payment shall make the deduction or withholding in the minimum amount required by applicable Law and shall promptly provide the other Party with such proof as such Party may reasonably require of the payment to the relevant Taxing Authority of any amounts so deducted or withheld. The Parties shall reasonably cooperate in determining whether any reduction or exemptions from withholding are available. In the event Buyer determines that any portion of the Purchase Price would be subject to withholding under applicable Law, Buyer shall promptly notify Seller of such determination, but in no event less than twenty-five (25) days prior to the Closing Date. During the five (5)-day period following the delivery of the notice provided by Buyer pursuant to the preceding sentence, Seller shall review such determination and shall notify Buyer of any disagreement with such determination. Seller and Buyer shall endeavor in good-faith to resolve any such disagreements. If Seller and Buyer cannot resolve any dispute regarding any proposed withholding by Buyer during such five (5) day period, Seller shall have the opportunity to deliver to Buyer an opinion of tax counsel reasonably satisfactory to Buyer to the effect that it is at least more likely than not that such withholding is not required under applicable Law, in which case Buyer shall not withhold any such portion of the Purchase Price. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the other Party.

Section 11.7 Specific Performance. The Parties agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with the terms hereof and that, prior to the termination of this Agreement pursuant to Section 10.1, the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the other Parties or to specific performance of the terms hereof in addition to any other remedies at Law or in equity.

Section 11.8 Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction,

and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 11.9 Amendment; Modification and Waiver. This Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the Parties or, in the case of a waiver, by the Party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

Section 11.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Parties. Each counterpart may be delivered by e-mail (as a .pdf, .tif, jpeg, DocuSign or similar uneditable attachment), which transmission shall be deemed delivery of an originally executed counterpart hereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the Date of this Agreement.

BESTOW INC.

By: 

Name: Melbourne O'Banion
Title: Chief Executive Officer

WELLS FARGO FINANCIAL, LLC

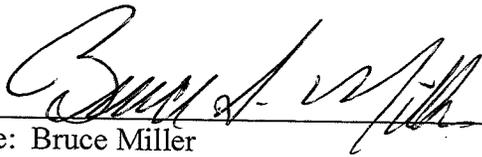
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the Date of this Agreement.

BESTOW INC.

By: _____
Name:
Title:

WELLS FARGO FINANCIAL, LLC

By:  _____
Name: Bruce Miller
Title: Vice President

Schedule 1.1(a)

Accounting Principles

For purposes of preparing the Estimated Closing Statement and the Closing Statement (the “**Closing Statements**”), and for calculating the Estimated Closing Surplus Amount (and the Estimated Purchase Price derived therefrom) and the Final Closing Surplus Amount (together, the “**Surplus Amounts**”), the following principles shall apply:

1. Except as otherwise provided in these Accounting Principles, the Closing Statements shall be prepared in accordance with SAP, applied consistently with the manner in which SAP was applied in the preparation of the unaudited quarterly statutory financial statement of the Company for the quarterly period ended June 30, 2020, as filed with the IID (the “**Quarterly Statement**”).
2. The Closing Statements shall be prepared, and the Surplus Amounts shall be calculated, as of the Effective Time, after giving effect to (a) the transactions contemplated by the Reinsurance Agreement and the final determination and settlement of the Reconciliation Amount pursuant to Section 4.1 of the Reinsurance Agreement and (b) the other transactions contemplated by this Agreement to occur at or prior to the Closing, including, but not limited to, the payment of the Pre-Closing Dividend and the Pre-Closing Reorganization Transactions.
3. The amount of “net deferred tax assets” of the Company shall equal zero.
4. The Closing Statements and the Surplus Amounts shall exclude the value of all Excluded Assets.
5. The Closing Statements and the Surplus Amounts shall not include any accruals or other amounts payable to the Company by the Reinsurer, or by the Company to the Reinsurer, under the Reinsurance Agreement, it being understood that as between the Seller, on one hand, and Buyer and the Company, on the other hand, the parties’ responsibilities for such amounts are provided for by the terms of this Agreement, including Section 5.18 and Section 8.1(a) hereof; provided, however, that the Closing Statements shall reflect a payable to the Reinsurer in an amount equal to the Book Value of the cash and assets in the Funds Withheld Account.
6. The Closing Statements and the Surplus Amounts shall not include any assets other than (a) Bonds (as reported in line item #1 of the Quarterly Statement) and Investment income due and accrued (as reported in line item #14 of the Quarterly Statement), in each case only to the extent that Buyer waives Seller’s compliance with Section 5.14(b) of this Agreement, or as would be reported in respect of securities owned by the Company and on deposit in certain states as a condition of maintaining the Company’s insurance license or authorization in such states, (b) Cash (as reported in line item #5 of the Quarterly Statement) and (c) Insurance Examiners Deposits (as reported in line item #2501 of the Quarterly Statement).

Schedule 1.1(b)

Certain Conditions

Any condition, limitation, restriction or requirement that is generally consistent (in type, scope and quantum for a transaction similar in size and type to the transactions contemplated by this Agreement) with those that have customarily been imposed by the IID in acquisitions completed prior to the Date of this Agreement by a buyer considered “private equity,” “hedge fund,” “alternative,” “non-strategic,” or “non-traditional” by the IID.

Schedule 5.4(f)

Required Insurance Qualifications

1. California
2. Florida
3. Iowa

SCHEDULE 5.17

Schedule 5.17 (Transition Plan Schedule) is being submitted to the Division on a confidential basis.

Schedule 6.1(c)

Governmental Approvals as Conditions to Buyer's Obligation to Close

1. IID approval of the Form A with respect to the change of control of the Company contemplated by this Agreement.
2. IID approval of the Pre-Closing Dividend.
3. IID approval of the Reinsurance Agreement.
4. IID approval to release the CFT reserves and release or cede to the Reinsurer the Effective Date IMR (as defined in the Reinsurance Agreement) upon the effective date of the Reinsurance Agreement.

In each case, only to the extent the applicable Governmental Entity has not indicated (orally or in writing) that such Governmental Approval is not required.

Schedule 6.2(c)

Governmental Approvals as Conditions to Seller's Obligation to Close

1. IID approval of the Form A with respect to the change of control of the Company contemplated by this Agreement.
2. IID approval of the Reinsurance Agreement.
3. IID approval to release the CFT reserves and release or cede to the Reinsurer the Effective Date IMR (as defined in the Reinsurance Agreement) upon the effective date of the Reinsurance Agreement.

In each case, only to the extent the applicable Governmental Entity has not indicated (orally or in writing) that such Governmental Approval is not required.

Annex 1

Pre-Closing Reorganization Transactions

1. Prior to the Closing Date, Seller shall cause the Company to use reasonable best efforts to distribute, contribute, sell, convey, transfer, assign and deliver to one or more members of Seller's Group (other than the Company) all Excluded Assets to the extent held or owned by the Company.

Exhibit 1

Form of Reinsurance Agreement

Exhibit 1 (Form of Reinsurance Agreement) is being submitted to the Division on a confidential basis.

Exhibit 2

Reference Balance Sheet

[Attached]

CLI
Balance Sheet - STATUTORY

**PROJECTED FOR
MEMO**

Assets:

1	Bonds
2	Stocks
	2.1 Preferred Stocks
	2.2 Common Stocks
3	Mortgage Loans on real estate
	3.1 First liens
	3.2 Other than first liens
4	Real estate
	4.1 Properties occupied by the company
	4.2 Properties held for production
	4.3 Properties held for sale
5	Cash & Cash Equivalents
	Cash
	Short Term Investments
6	Contract Loans
7	Derivative
8	Other Invested Assets
9	Receivable for Securities
11	Aggregate Write-Ins for Invested Assets
12	Subtotals
13	Title Plants
14	Investment Income Due & Accrued
15	Premiums and Considerations
	15.1 Uncollected Premiums & Agents Balances
	15.2 Deferred premiums, agent's balances booked but deferred
	15.3 Accrued Retrospective Premium
16	Reinsurance
	16.1 Amounts recoverable from reinsurers
	16.2 Funds held by or deposited with reinsured companies
	16.3 Other amounts receivable under reinsurance contracts
17	Amounts receivable related to uninsured plans
18.1	Current federal and foreign income tax recoverable
18.2	Net deferred tax asset
19	Guaranty funds receivable or on deposit
20	Electronic data processing equipment
21	Furniture & Equipment
22	Net adjustment in assets and liabilities due to FX
23	Receivable from parent, subs, & affiliates

24	Health care and other amounts receivable
25	Aggregate Write-Ins for other than invested assets
26	Total Assets other than Separate Accounts
27	Separate Accounts
28	Total Assets

Liabilities & Surplus

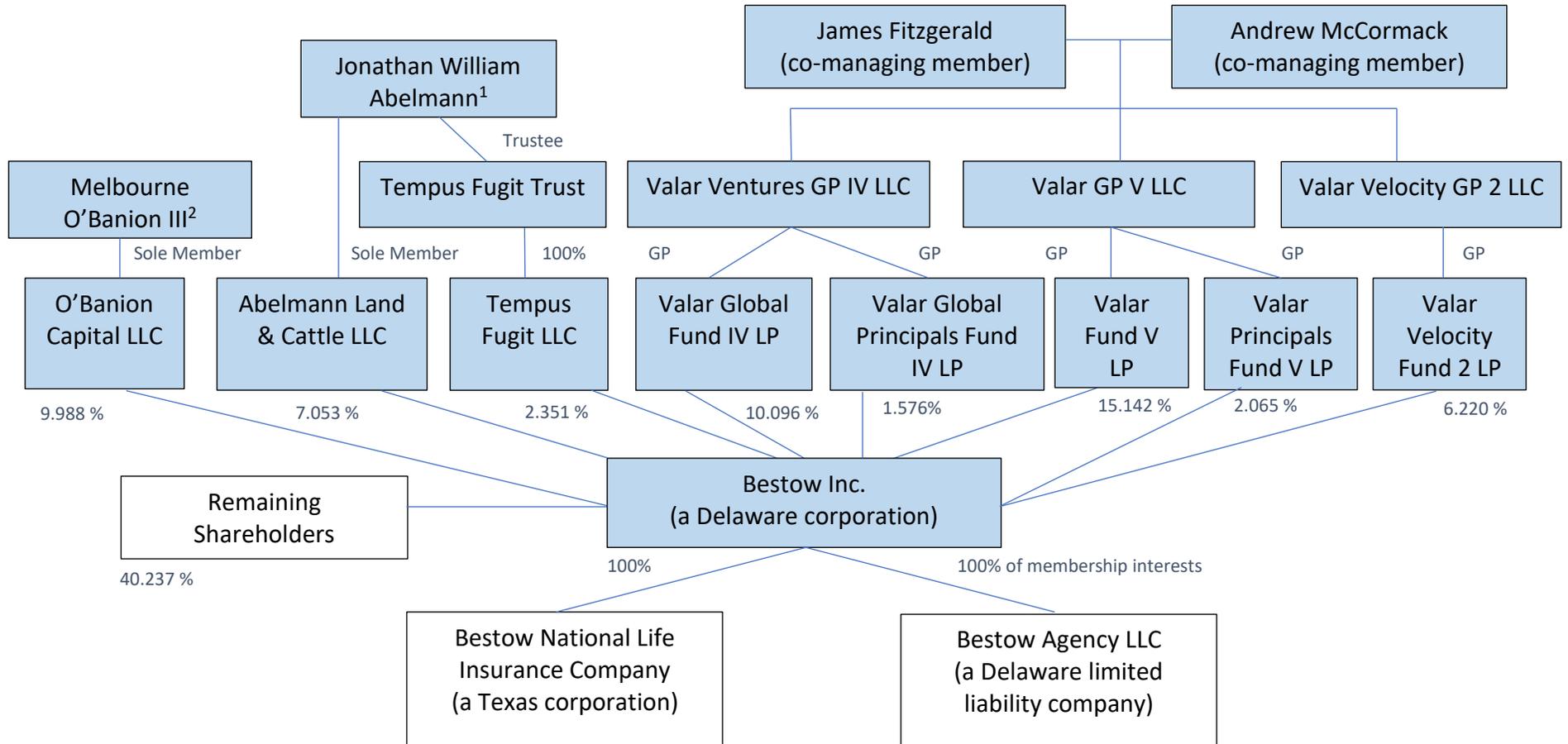
1	Aggregate reserve for life contracts
2	Aggregate reserve for A&H contracts
3	Liability for deposit-type contracts
4	Contract claims
4.1	Life
4.2	A&H
5	Policyholder dividends
6	Provision for policyholders' dividends and coupons payable
6.1	Dividends apportioned for payment
6.2	Dividends not yet apportioned
6.3	Coupons and similar benefits
7	Amount provisionally held for deferred dividend policies
8	Premiums and annuity considerations for life & A&H
9	Contract liabilities not included elsewhere
9.1	Surrender values on canceled contracts
9.2	Provision for experience rating refunds
9.3	Other amounts payable on reinsurance
9.4	Interest Maintenance Reserves
10	Commissions to agents due or accrued-life contracts
11	Commissions and expense allowances payable
12	General expenses due or accrued
13	Transfers to Separate Accounts
14	Taxes, licenses and fees due or accrued
15	Premiums and Considerations
15.1	Current federal and foreign income taxes including amt on realized capital gains / (losses)
15.2	Net deferred tax liability
16	Unearned investment income
17	Amounts withheld or retained by the company
18	Amounts held for agents; account
19	Remittances and items not allocated
20	Net adj in assets & liab due to FX
21	Liability for benefits for employees
22	Borrowed money
23	Dividends to stockholders declared and unpaid

- 24 Miscellaneous liabilities
 - 24.01 Asset Valuation Reserve
 - 24.02 Reinsurance in unauthorized companies
 - 24.03 Funds held under reinsurance treaties
 - 24.04 Payable to parent, subsidiaries and affiliates
 - 24.05 Drafts outstanding
 - 24.06 Liability for amts held under reinsured plans
 - 24.07 Funds held under coinsurance
 - 24.08 Derivatives
 - 24.09 Payable for securities
 - 24.10 Payable for securities lending
 - 24.11 Capital notes
- 25 Aggregate write-ins for liabilities
- 26 Total liabilities excluding Separate Account business**
- 27 Separate Account Statement
- 28 Total liabilities**
- 29 Common Capital Stock
- 30 Preferred Capital Stock
- 31 Aggregate write-ins for other than special surplus funds
- 32 Surplus notes
- 33 Gross paid in and contributed Surplus
- 34 Aggregate write-ins for special surplus funds
- 35 Unassigned funds
- 36 Less treasury stock, at cost:
 - 36.1 Common
 - 36.2 Preferred
- 37 Surplus**
- 38 Total Surplus**
- 39 Total Liabilities & Surplus**

Exhibit C

Organizational Chart

Abbreviated Organizational Chart of Applicants
as of 4/23/21



¹ Mr. Abelmann also directly owns 2.636% of the issued and outstanding voting shares of Bestow Inc.

² Mr. O'Banion also directly owns 2.636% of the issued and outstanding voting shares of Bestow Inc.

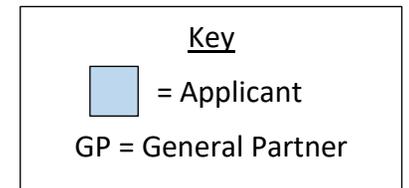


Exhibit D
Corporate Governance Information

Bestow Inc.
Delaware corporation incorporated 2/24/2016

Bestow Agency
Delaware limited liability company formed 11/9/2016

Bestow Life Insurance Company
Texas corporation incorporated 12/20/2018
Authorized as life insurer with the Texas Department of Insurance 7/17/2019
NAIC: 16612

O'Banion Capital LLC
Texas limited liability company

Abelmann Land & Cattle LLC
Texas limited liability company

Tempus Fugit LLC
Nevada limited liability company

Tempus Fugit Trust
Texas living trust

Valar Global Fund IV LP
Delaware limited partnership

Valar Global Principals Fund IV LP
Delaware limited partnership

Valar Ventures GP IV LLC
Delaware limited liability company

Valar Fund V LP
Delaware limited partnership

Valar Principals Fund V LP
Delaware limited partnership

Valar GP V LLC
Delaware limited liability company

Valar Velocity Fund 2 LP
Delaware limited partnership

Valar Velocity GP 2 LLC
Delaware limited liability company

Exhibit E

List of Current Directors and Executive Officers of Bestow Inc.

<u>Name</u>	<u>Position</u>
Melbourne O'Banion III	Director, Chief Executive Officer
Jonathan Abelmann	Director, President
Philippe Teixeira da Mota*	Director
James Fitzgerald	Director

*NAIC Biographical Affidavit of Philippe Teixeira da Mota will be submitted to the Iowa Insurance Division supplementally.

List of Current Managers and Executive Officers of O'Banion Capital LLC

<u>Name</u>	<u>Position</u>
Melbourne O'Banion III	Manager, Chief Executive Officer

List of Current Managers of Abelmann Land & Cattle LLC

<u>Name</u>	<u>Position</u>
Jonathan Abelmann	Co-Manager
Julianne Abelmann	Co-Manager

List of Current Managers of Valar Ventures GP IV LLC

<u>Name</u>	<u>Position</u>
James Fitzgerald	Managing Member
Andrew McCormack	Managing Member

List of Current Managers of Valar GP V LLC

<u>Name</u>	<u>Position</u>
James Fitzgerald	Managing Member
Andrew McCormack	Managing Member

List of Current Managers of Valar Ventures GP IV LLC

<u>Name</u>	<u>Position</u>
James Fitzgerald	Managing Member
Andrew McCormack	Managing Member

List of Proposed Directors and Executive Officers of the Domestic Insurer

<u>Name</u>	<u>Position</u>
Melbourne O'Banion III	Director, Chief Executive Officer
Jonathan Abelmann	Director, President
Jackie Morales	Director, Chief Insurance Officer
Claire Martin	Director, Chief Financial Officer
Chris Laia	Director, Chief Legal Officer & Secretary
Jennifer Richards	Chief Underwriting Officer
Luke McLaren	Chief Compliance Officer, Anti-Money Laundering Officer and Assistant Secretary
Dan Stevens	Chief Actuary
Adam Boender	Vice President of Product
Ami Dave	Chief Information Security Officer