INTERIM INVESTORS AGREEMENT

This Interim Investors Agreement (this "Agreement") is made as of December 3, 2017, by and among the Acquisition Entities (as defined below), Cornell Capital LLC (collectively with its managed funds and affiliates, "Cornell"), Atlas Merchant Capital, LLC (collectively with its managed funds and affiliates, "Atlas"), TRB Advisors LP (collectively with its managed funds and affiliates, "TRB"), Commonwealth Annuity and Life Insurance Company (collectively with its affiliates, "Commonwealth"), Mercury Mgmt. Ltd (collectively with its affiliates, "Mercury"), Pine Brook Road Advisors, L.P. (collectively with its managed funds and affiliates, "Pine Brook", and together with Cornell, Atlas, TRB, Commonwealth and Mercury, the "Lead Investors"), and each of the other Investors listed on the signature pages hereto or who becomes an Investor after the date hereof in accordance with Section 13.6 (collectively with the Lead Investors, the "Investors", and each, an "Investor").

RECITALS

WHEREAS, Buyer has, on the date hereof, executed a Stock and Asset Purchase Agreement (as it may be amended from time to time, the "Purchase Agreement") with Hartford Holdings, Inc. ("Seller") and Hartford Financial Services Group, Inc. ("HFSG") regarding, among other things, the acquisition of the shares of Hartford Life, Inc. (the "Company");

WHEREAS, in anticipation of entering into the Purchase Agreement and other ancillary agreements (collectively the "Transaction Agreements"), the Lead Investors have formed the following entities: (i) Hopmeadow Holdings, LP, a Delaware limited partnership ("Parent"), (ii) Hopmeadow Holdings GP LLC, a Delaware limited liability company ("GP"), which is the general partner of Parent, and (iii) Hopmeadow Acquisition, Inc., a Delaware corporation ("Buyer"), which is a wholly owned subsidiary of Parent (Parent, GP and Buyer, collectively, the "Acquisition Entities");

WHEREAS, each of the Investors has, on the date hereof, executed a letter agreement (each, an "Equity Commitment Letter") in favor of Parent in which each such Investor has agreed, subject to the terms and conditions set forth therein, to make an equity investment in Parent at the Closing in an amount equal to such Investor's Commitment (as defined in such Equity Commitment Letter), as such amount may be reduced pursuant to Section 4;

WHEREAS, each of the Lead Investors has, on the date hereof, executed a limited guaranty in favor of the Seller in which each Lead Investor has agreed, subject to the terms and conditions set forth therein, to guarantee certain payment obligations of Buyer (each, a "Limited Guaranty");

WHEREAS, certain of the Investors have, on the date hereof, executed a regulatory cooperation agreement (each, a "Cooperation Agreement") in favor of the Acquisition Entities in which such Investors have agreed to specified undertakings in connection with the regulatory approval of a potential business transaction referred to as "Project Cotton" (the "Transaction");

The Investors and the Acquisition Entities wish to agree to certain terms and conditions that will govern the actions of the Acquisition Entities and the relationship among the Investors

with respect to the Purchase Agreement, the Equity Commitment Letters, the Limited Guaranties, the Cooperation Agreement and the transactions contemplated by each.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below, the Investors hereby agree as follows:

1. Acquisition Entities and Transaction Structure. As of the date hereof, the ownership of the Acquisition Entities is as set forth on Annex A. None of the Investors shall, directly or indirectly, transfer, assign, pledge or otherwise encumber any direct or indirect equity interests in any Acquisition Entity (or rights thereto) prior to the consummation of the Transaction, without the consent of the Lead Investors. Annex A also sets forth the holding company structure above the Acquisition Entities, and a schedule as of the date hereof of each Investor's total capital commitment, the approximate allocation as between U.S. and non-U.S. Investors amongst the holding company entities and corresponding ownership percentages. For the avoidance of doubt, any adjustments in such allocations between U.S. and of non-U.S. Investors shall be made pro rata among U.S. and non-U.S. Investors and all Investors shall provide to the Lead Investors such information as shall be reasonably requested to establish U.S. or non-U.S. status. The Investors will invest through this structure in light of their respective tax characteristics, subject to final allocation determined by the Lead Investors.

2. Governance of Acquisition Entities. Prior to the consummation of the Transaction and except for any additional Equity Commitment Letters, Limited Guaranties and Cooperation Agreements (each, as defined below) delivered after the date hereof in accordance with Section 13.1 and any terminations, reductions and substitutions of Equity Commitment Letters, Limited Guaranties and Cooperation Agreements pursuant to Section 4 and the applicable provisions of the Purchase Agreement, the Investors agree that none of the Acquisition Entities will enter into any material agreement, obligation, commitment, transaction or understanding (or modify, waive or amend any existing material agreements) except with the prior written approval of the Lead Investors. Without limiting the foregoing, until the consummation of the Transaction the Lead Investors shall have the full authority to approve all determinations and actions by Buyer and Parent under the Purchase Agreement and the Transaction Agreements, including, without limitation, (a) the determination of whether or not all conditions to Closing have been satisfied, and if it is determined that one or more of such conditions have not been satisfied, then whether such conditions should be waived, which shall require the approval of the Lead Investors, (b) whether the Investors shall be notified to fund their Commitments under the Equity Commitment Letters, (c) whether to exercise any right of termination under the Purchase Agreement, (d) whether to enforce the Purchase Agreement, any Equity Commitment Letter or any Cooperation Agreement against the other parties thereto, (e) making any regulatory filing by or on behalf of the Acquisition Entities relating to the transactions contemplated by the Transaction Agreements, or agree to amend or modify the proposed terms of (i) any such filing (including any exhibits or annexes thereto), (ii) any agreement or transaction described in any such filing, provided that this subclause (ii) shall not be deemed to require the taking of an action that would cause the Acquisition Entities to violate applicable Law, and (f) enter into any agreement or settlement with a Governmental Authority, stipulate or agree to the entry of any judgment, agree with a Governmental Authority to incur any liability or obligation, make any payment (other than filing fees) with a Governmental Authority or make any other concession to a Governmental Authority in connection with

obtaining any actions, nonactions, consents, approvals, authorizations, waivers, qualifications or exemptions from Governmental Authorities in connection with the transactions contemplated by the Transaction Agreements, provided that the foregoing authority of the Lead Investors shall not include the right to amend the Purchase Agreement to extend the Outside Date beyond the one-year anniversary of the Outside Date. No Investor shall, directly or indirectly, cause any Acquisition Entity to take any action in violation of the foregoing.

3. Organizational Documents. Prior to the consummation of the Transaction, the Investors will work together reasonably and in good faith to negotiate, prepare and execute prior to the consummation of the Transaction, the organizational and related agreements and documents (collectively, "Organizational Documents") necessary or appropriate to give effect to the Summary of Principal Terms and Conditions attached hereto as Annex B (the "Term Sheet"). These Organizational Documents are anticipated to include: (i) an amended and restated limited liability company agreement of GP, (ii) an amended and restated agreement of limited partnership of Parent, (iii) an amended and restated certificate of incorporation and by-laws of Buyer, (iv) organizational documents for the UK and Cayman vehicles through which certain Investors will invest in the Acquisition Entities, as reflected on Annex A, (v) a framework agreement among the Investors agreeing to implement the Term Sheet arrangements through the transaction structure (the "Framework Agreement") and (vi) such other agreements and documents as may be agreed by the Investors to be necessary or appropriate.

4. Equity Commitment Letters.

(a) To the extent the aggregate amount of equity financing required to consummate the transactions contemplated by the Purchase Agreement is less than the aggregate amount contemplated by all of the Equity Commitment Letters, each of the Investors agrees that, if requested by the Lead Investors, the amount of such Investor's commitment under its Equity Commitment Letter and Limited Guaranty (as applicable, the "Investor Commitment") shall be reduced on a pro rata basis, in which event each Investor shall deliver an amended Equity Commitment Letter and Limited Guaranty (in replacement of its existing Equity Commitment Letter and Limited Guaranty) to reflect such reductions, provided that any such reductions shall be made in accordance with the Purchase Agreement. Additionally, the Lead Investors shall have the right to reduce and/or replace the Investor Commitment of an individual Investor if reasonably necessary to facilitate the receipt of any Governmental Approvals required to consummate the transactions contemplated by the Purchase Agreement. For the avoidance of doubt, the Investment Commitment for an Investor may not be adjusted upwards without the prior written consent of such Investor. The percentage of the Investor Commitment of each Investor Commitment in relation to the Investor Commitments of all Investors shall be referred to as the "Allocation Percentage". If additional funds are necessary to complete the Transaction, each Investor shall have the right, but not the obligation, to invest additional funds to maintain its then-existing Allocation Percentage, provided that any unsubscribed portion of such rights may be allocated to another Investor, and, to the extent the Investors fail to commit to all such needed additional funds, the Lead Investors shall have the right to admit one or more additional Investors to commit to such shortfall.

(b) Each Investor hereby affirms and agrees that it is bound by the provisions set forth in its Equity Commitment Letter. Parent shall not attempt to enforce any Equity Commitment Letter unless and until the Lead Investors have determined pursuant to Section 2 that the conditions of Closing and the conditions to performance under such Equity Commitment Letter have been satisfied or validly waived as permitted hereunder.

(c) All securities issued by Acquisition Entities at the Closing as contemplated by Annex B shall be issued to the Investors, directly or indirectly, pro rata in accordance with each Investor's direct or indirect actual cash investment in Parent, other than any equity securities issued to management or to HFSG and certain of its affiliates (HFSG, together with such affiliates, "The Hartford") in transactions contemplated by Section 5.

(d) The Lead Investors will endeavor to keep the other Investors reasonably informed as to the anticipated Closing Date of the Transaction and shall also endeavor to provide copies of notices from regulators received pursuant to Section 7.04 of the Purchase Agreement to the extent such notices indicate an anticipated material delay in the closing of the Transaction (or, in the case of a particular Investor, shall provide copies of notices that are specifically directed at the involvement of such Investor in the Transaction). Without limiting the obligations under the Equity Commitment Letters, each Investor agrees that upon the request of the Lead Investors (on no less than five business days' notice), such Investor will fund its Investor Commitment into an escrow account in advance of the Closing, with such amount to be returned to such Investor if the closing of the Transaction does not occur within 30 days of the date such Commitment is required to be deposited into escrow. Withdrawals from the escrow account shall be permitted only to fund the payment of the Purchase Price under the Purchase Agreement, for any refunds required by the immediately preceding sentence or to refund any amounts held to Investors in the case that the Transaction closes with a reduced Purchase Price and Investors' Commitments have not previously been reduced accordingly.

5. Arrangements With Management and The Hartford. The Lead Investors may cause Buyer and/or the Company to negotiate in good faith and enter into definitive agreements with certain members of management of the Company with respect to the terms of management's employment, compensation and equity or phantom equity issuances. The Lead Investors may cause Buyer and/or the Company to negotiate in good faith and enter into definitive agreements with The Hartford under which The Hartford will acquire equity securities in Parent.

6. Termination. This Agreement and all of the Investors' respective obligations hereunder (other than Section 7, Section 13 and this Section, which shall survive the termination of this Agreement and remain in full force and effect, except to the extent expressly terminated or superseded by definitive documentation entered into by the Investors) shall terminate and expire automatically, without any further action by any Investor, immediately upon the earliest to occur of (a) the consummation of the Transaction and payment in full of any amounts owing pursuant to Section 7(e); (b) the termination of the Purchase Agreement prior to consummation of the Transaction, but only under circumstances in which (i) none of the Acquisition Entities and none of the Investors has any obligation to pay any termination fee or

other amounts pursuant to or in connection with any actual or alleged breach of the Purchase Agreement or the Limited Guaranties and (ii) none of the Investors has any remaining obligations (x) to reimburse Expenses pursuant to Section 7 or (y) pursuant to Section 11 hereof; (c) payment of the termination fee and other amounts payable under the Purchase Agreement following the termination of the Purchase Agreement prior to consummation of the Transaction under circumstances in which the Acquisition Entities and/or the Investors are obligated to pay a termination fee or other amounts pursuant to the Purchase Agreement or the Limited Guaranties and satisfaction of all obligations (x) to reimburse Expenses pursuant to Section 7 or (y) pursuant to Section 11 hereof; or (d) written agreement of the Lead Investors.

7. Expense Sharing.

(a) From time to time prior to the consummation or termination of this Transaction, the Lead Investors may deliver to any other Investor a written notice ("Payment Notice") setting forth (i) in reasonable detail the amount of Service Provider Expenses or Buyer Transaction Expenses incurred since the prior Payment Notice (or from inception of the Lead Investors' pursuit of the Transaction with respect to the first Payment Notice to each such Investor) (the "Outstanding Expenses"), (ii) the aggregate amount of Service Provider Expenses or Buyer Transaction Expenses incurred with respect to the Transaction (the "Total Expenses"), (iii) the amount payable by such Investor with respect to such Payment Notice, which shall be equal to the product of (a) such Investor's Allocation Percentage multiplied by (b) the Outstanding Expenses (the "Payment Amount") and (iv) the wire instructions for such Investor's payment of its Payment Amount. Within thirty (30) calendar days following receipt of the Payment Notice (the "Payment Due Date"), each Investor shall remit its Payment Amount in full by wire transfer of immediately available funds, provided the aggregate Service Provider Expenses to be paid by all Investors pursuant to this Section 7(a), which shall be paid pro rata in accordance with each Investor's Allocation Percentage, shall not exceed $4,000,000, unless at least five of the seven Lead Investors agree to increase such threshold to $7,000,000; provided, further, that such amount may be increased upon the approval of the Lead Investors in the case of any disputes (including litigation) with HFSG regarding the Transaction Agreements. Following the written request of an Investor, the Lead Investors shall provide to the requesting Investor reasonable back-up (including invoices) for its calculation of Outstanding Expenses.

(b) Each Investor agrees that, if the Transaction is not consummated, any and all costs, fees, charges, disbursements and other expenses reasonably incurred by any Lead Investor in furtherance of the Transaction or otherwise on behalf of the Investors, as a group, with respect to the Transaction and payable to the service providers listed on Annex D hereof and any other service providers engaged with the approval of the Lead Investors in connection with the transactions contemplated by the Purchase Agreement (collectively, the "Service Provider Expenses") shall be allocated to and paid by each Investor, pursuant to Section 7(a) above, according to its Allocation Percentage; provided that notwithstanding anything to the contrary herein, the amount of Service Provider Expenses that will be reimbursable to the Lead Investors (if applicable) or payable by the Investors (if not previously paid by the Lead Investors) if the Transaction is not consummated, inclusive of any amounts paid in respect of Service Provider Expenses

pursuant to Section 7(a), shall not exceed $7,000,000, unless (i) incurred in connection with any disputes (including litigation) with HFSG regarding the Transaction Agreements or (ii) at least five of the seven Lead Investors agree to increase such threshold to $8,000,000. Annex D also sets forth an estimate of Service Provider Expenses for certain of the service providers incurred as of the date hereof.

(c) Each Investor agrees that, if the Transaction is not consummated, any and all costs, fees, charges, disbursements and other expenses reasonably incurred by the Lead Investors in furtherance of the Transaction or otherwise on behalf of the Investors, as a group, with respect to the Transaction and payable by the Acquisition Entities pursuant to the Purchase Agreement or pursuant to the Specified Third-Party Reinsurance Binder (collectively, the "Buyer Transaction Expenses") shall be allocated to and paid by each Investor, pursuant to Section 7(a) above, according to its Allocation Percentage, provided that the foregoing shall not apply to any Termination Fee payable pursuant to the Purchase Agreement, the obligations in respect of which shall be governed by the Limited Guaranties and Section 11 hereof.

(d) Any additional party that becomes an Investor hereto after the date hereof in accordance with Section 13.6 (the "Reimbursing Investor") shall pay to the other Investors an amount equal to the product of the Reimbursing Investor's Allocation Percentage multiplied by the Total Expenses paid by all other Investors prior to the admission of the Reimbursing Investor (the "Reimbursement Amount"). Each of the other Investors shall receive a portion of the Reimbursement Amount based on the amount such Investor's Investor Commitment is reduced in relation to the amount all Investors' Investor Commitments are reduced upon the admission of the Reimbursing Investor.

(e) If the Transaction is consummated, the Acquisition Entities shall pay all Service Provider Expenses and Buyer Transaction Expenses. If any Investor has paid any Service Provider Expenses and/or Buyer Transaction Expenses pursuant to Section 7(a) or otherwise prior to the consummation of the Transaction, the Acquisition Entities shall reimburse such Investor for the amount of such expenses within ten (10) business days after Closing. The parties hereto agree to take all actions necessary to cause the Acquisition Entities to comply with the obligations set forth in this Section 7(e).

(f) If Buyer or any Acquisition Entity receives any termination fee, expense reimbursement payment or any other payment for any reason in connection with any termination of the Transaction Agreements (a "Termination Payment"), Buyer or such Acquisition Entity shall pay or cause to be paid to each Investor a percentage of such Termination Payment proportionately based on the Investor Commitments, net of payment of Service Provider Expenses and Buyer Transaction Expenses.

8. Representations. Each Investor represents and warrants to the other Investors that (i) the execution and delivery by such Investor of this Agreement and the performance by such Investor of its obligations hereunder have been duly and validly authorized, (ii) this Agreement has been duly executed and delivered by such Investor and (assuming the due authorization, execution and delivery by the other Investors) constitutes the valid and legally

binding obligation of such Investor, enforceable against such Investor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to creditors' rights and to general equity principles, (iii) if applicable to such Investor, that the officer or other authorized signatory executing this Agreement on behalf of such Investor is duly authorized to bind such Investor, (iv) such Investor does not have any other agreement (including any voting agreement) or binding commitment with any other Investor (other than this Agreement, any Transaction Agreement, any arrangement regarding the reallocation of proceeds from the Cayman Holding Vehicle as contemplated by Annex B or any arrangements regarding contribution associated with a Limited Guaranty issued by another Investor) relating to the Transaction and (v) such Investor has available funds or commitments to receive available funds sufficient to satisfy such Investor's obligations under the Equity Commitment Letter, if applicable the Limited Guaranty issued by such Investor and this Agreement (including as a Corresponding Lead Investor pursuant to Section 11).

9. Buyer Consents.

(a) Subject to Section 9(c), each Investor agrees not to knowingly, and shall not knowingly permit any of its respective affiliates to, take any action that would reasonably be expected to prevent, materially delay or materially impair receipt of any approval (conditional or otherwise), consent (conditional or otherwise), notice or filing with a Governmental Authority required in connection with transactions contemplated by the Purchase Agreement ("Buyer Approvals"). The Acquisition Entities shall treat as confidential any biographical, financial, proprietary or other confidential information of the Investors. The Acquisition Entities shall seek confidential treatment of such information from any Governmental Authority to which it is submitted and shall use reasonable best efforts to cause such information to be afforded confidential treatment, including by submitting substantiation of the request for confidential treatment, if requested or required by any Governmental Authority. Notwithstanding the foregoing, each Investor may furnish any and all documentation containing personally identifiable information of its officers, directors or other applicable individuals directly to the applicable Governmental Authority, to the extent such Governmental Authority allows such a direct submission; provided, that such Investor provides (i) advance notice to Buyer of its intent to supply information directly to a Governmental Authority and (ii) a summary of the information that will be supplied, including reasonable detail regarding the nature of any information that may have an adverse impact on any filing, application, notice or registration being made with such Governmental Authority.

(b) Notwithstanding anything herein or in any other Transaction Agreement to the contrary, other than as provided in Section 9(c) or as may be contemplated by any Cooperation Agreement, no Investor (other than Atlas and Cornell) or any of its affiliates shall be required to file any notice or application on "Form A" with the Connecticut Insurance Department (the "DOI") or any other Governmental Authority in connection with the transactions contemplated by the Transaction Agreements). If reasonably requested by any other Investor, the Lead Investors who are applicants under the Form A filing shall use commercially reasonable efforts to mitigate any burdensome disclosure requirements that are not required under Connecticut law or regulation by directing representatives of Buyer to seek relief from any such requirements in communications

with the Connecticut Insurance Department; provided, however, that such efforts shall not require more than making a single reasoned request for such relief.

(c) In the event that any Investor (other than Atlas or Cornell) or an affiliate thereof receives notice from a Governmental Authority, or determines in good faith upon the advice of counsel, in each case to the effect that (i) such Investor "controls" or would control the Acquisition Entities for purposes of the insurance laws of the State of Connecticut, (ii) such Investor "controls" the Acquisition Entities for purposes of the Bank Holding Company Act and the regulations of the Board of Governors of the Federal Reserve System promulgated thereunder, or (iii) the Acquisition Entities or any of their subsidiaries engage in activities that make it impermissible under applicable law or regulatory or supervisory guidance for such Investor to comply with its Investor Commitment (clauses (i), (ii) and (iii), collectively, "Regulatory Events"), then (1) to the extent permitted by applicable Law, such Investor shall promptly provide a copy of any such notice received from a Governmental Authority to the Lead Investors (and if not so permitted, shall provide permissible substitute disclosure thereof) and (2) such Investor may, but is not obligated to, deliver to the other parties hereto a written notice (a "Regulatory Event Notice") specifying in reasonable detail the occurrence and the nature of such Regulatory Event. If a Regulatory Event Notice is provided by an Investor, then the parties hereto and such Investor shall cooperate in good faith, as expeditiously as possible, to use commercially reasonable efforts to restructure the terms of the investment by the Investor in the Acquisition Entities in such a manner as may be reasonably required to address the circumstances giving rise to the Regulatory Event, which may include limiting the voting rights of the Investor and/or conferring the director designation right of the Investor (in such Investor's discretion) to another Lead Investor (subject to such Lead Investor's agreement to undertake all rights and obligations that would apply pursuant to a Cooperation Agreement) and/or eliminating other corporate governance rights of the Investor, but shall in no event include a reduction in such Investor's Investment Commitment or other changes that would create adverse tax consequences for the Acquisition Entities. Subject to the third sentence of Section 4(a), no Investor shall be required to modify the terms of its investment pursuant to this Section 9 without its consent. If the parties are unable to agree to any such restructuring that results in an elimination of the Regulatory Event or if HFSG's consent is required for such restructuring but HFSG will not so consent without requiring any change in economic terms, if such Investor has not previously executed a Cooperation Agreement on the same terms as the Cooperation Agreements entered into by certain Investors on the date hereof, then such Investor shall promptly execute and deliver such Cooperation Agreement and shall be required to make any filings with, or provide any information to, any Governmental Authority as required therein.

10. Cooperation in Defense of Claims. The Investors shall reasonably cooperate in defending any claim in respect of which any one of them (other than a Defaulting Investor (as defined below)) is potentially liable to make payments pursuant to the Purchase Agreement or the Transaction Agreements.

11. Default. If an Investor (or any of its affiliates) defaults on its obligation to fund its Investment Commitment in accordance with the terms of its Equity Commitment Letter

or breaches its obligations under the Cooperation Agreement, its Limited Guaranty, its Equity Commitment Letter or this Agreement (a "Defaulting Investor"), and such default causes the Investors (or their respective affiliates) or the Acquisition Entities to become liable to make any payments (including the Termination Fee) pursuant to the Purchase Agreement, the Equity Commitment Letters, the Limited Guaranties or otherwise in respect of the Transaction, then the Defaulting Investor will be responsible for all such amounts payable (or previously paid) by any Investor that is not a Defaulting Investor (a "Non-Defaulting Investor"), other than any amounts that are paid to fund the payment of the Purchase Price under the Purchase Agreement if the Transaction is consummated, as well as all fees, costs and expenses incurred by the Non-Defaulting Investors in connection with the Transaction or in connection with any claim made by Seller, HFSG of any of their Affiliates against it in respect of the Transaction (collectively, the "Default Costs"). The Defaulting Investor hereby agrees to indemnify the Non-Defaulting Investors in respect of all Default Costs and shall pay all of such Default Costs to the Non-Defaulting Investors (or in accordance with the Non-Defaulting Investors' direction) promptly after their incurrence. For greater certainty, if there is more than one Defaulting Investor, the Default Costs will be borne by the Defaulting Investors on a pro rata basis that corresponds to their Investment Commitments promptly after their incurrence; provided that, in the case of any Defaulting Investor that is not a Lead Investor, (i) the Lead Investor associated with such Investor as identified on Annex A (the "Corresponding Lead Investor") agrees to jointly indemnify the Non-Defaulting Investors in respect of all Default Costs owed by the Defaulting Investor and (ii) the Defaulting Investor agrees to promptly pay to the Corresponding Lead Investor any Default Costs paid by the Corresponding Lead Investor to the other Non-Defaulting Investors. For greater certainty, if there is more than one Defaulting Investor, the Default Costs will be borne by the Defaulting Investors on a pro rata basis that corresponds to their Investment Commitments.

12. Specific Performance. The parties hereto each agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them and that each party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and/or to enforce specifically the terms hereof. The parties acknowledge and agree that a party seeking an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with any such order or injunction.

13. Miscellaneous.

13.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will constitute an original, but such counterparts will constitute one and the same instrument. An Investor may deliver its signed counterpart of this Agreement to the other Investors by means of facsimile or any other electronic medium, and such delivery will have the same legal effect as hand delivery of an originally executed counterpart. This Agreement shall become effective when one or more counterparts have been signed by each Investor hereto and delivered to the other Investors hereto.

13.2 No Third Investor Beneficiaries. Nothing expressed or referred to in this Agreement shall be deemed or construed to give any person other than (i) the Investors

and (ii) to the extent expressly provided in Section 13.4, the Related Persons, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision hereof. Notwithstanding any provision hereof to the contrary, the Acquisition Entities may not enforce this Agreement against any Investor without the consent of the Lead Investors.

13.3 Governing Law; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without reference to conflict of law principles (except Section 5-1401 of the New York General Obligations Law to the extent that it mandates that the laws of the State of New York govern). Each Investor hereby consents to the non-exclusive jurisdiction of the state and federal courts located in New York for resolution of any dispute arising in connection with this Agreement, and further waives the right to, and agrees not to, plead or claim that any such dispute brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or document sent by U.S. registered mail to any Investor shall be effective service of process for any such dispute brought against such Investor, as applicable, in any court of competent jurisdiction. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that an Investor has breached this Agreement, then such breaching Investor shall be liable for, and shall pay, the reasonable legal fees, costs and expenses that the non-breaching Investors have incurred in connection with such litigation, including any appeal therefrom. EACH INVESTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING IN CONNECTION WITH THIS AGREEMENT.

13.4 No Recourse Against Related Persons. Notwithstanding anything that may be expressed or implied in this Agreement or the Term Sheet, (a) no recourse hereunder or under any documents or instruments delivered in connection herewith may be had against any former, current or future officer, agent, affiliate or employee of any Investor, any direct or indirect holder of any equity interests or securities of any Investor (whether such holder is a limited or general partner, member, shareholder or otherwise), any affiliate of any Investor, or any direct or indirect director, officer, employee, partner, affiliate, member, controlling person or representative of any of the foregoing (any such person or entity, excluding an Investor, a "Related Person"), whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding, or by virtue of any applicable regulation or law and (b) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Related Person under this Agreement or any documents or instruments delivered in connection herewith, or for any claim based on, in respect of or by reason of such obligations or by their creation. Each Acquisition Entity and each Investor further agrees that neither it nor any of its Related Persons shall have any right of recovery in connection with the transactions contemplated hereby against any Related Persons of any Investor, whether by piercing of the corporate veil or by a claim against any such Related Person or otherwise.

13.5 Binding Agreement. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of each Investor.

13.6 Joinder. Subject to the approval of the Lead Investors, from time to time after the date hereof, additional persons may become party hereto as an Investor by executing a counterpart of this Agreement, provided that, unless waived by the Lead Investors,

any such additional Investor shall deliver an Equity Commitment Letter and a Limited Guaranty in the applicable amounts as well as, if applicable, a Cooperation Agreement. A joinder of an Investor after the date hereof in accordance with the provisions of this Section shall not be considered an amendment of this Agreement.

13.7 Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy or email with PDF attachment, as follows: (i) if to Cornell, to: Cornell Capital LLC, 499 Park Avenue, Floor 21, New York, NY 10022, Attn: Emily Pollack, (ii) if to Atlas, to: Atlas Merchant Capital, LLC, 375 Park Avenue, Floor 21, New York, NY 10152, Attn: David Schamis, (iii) if to Commonwealth, to: c/o Global Atlantic Financial Company, 4 World Trade Center, 150 Greenwich Street, New York, NY 10007, Attn: Gilles Dellaert, Chief Investment Officer, (iv) if to TRB, to: TRB Advisors LP, 767 Fifth Avenue, Floor 12, New York, NY 10153, Attn: Heath Watkin, (v) if to Mercury, to: 204 Church Street Olde Town, Sandyport, P.O. CB-10988, Nassau, The Bahamas, (vi) if to Pine Brook, to: Pine Brook, One Grand Central Place, 60 East 42nd St., 50th Floor, New York, NY 10165, Attn: Oliver Goldstein, and (vii) if to another Investor, to the address specified on its attached signature page.

13.8 Definitions. Certain terms are used in this Agreement as specifically defined herein. Capitalized terms used herein but not defined shall have the meanings given to them in the Purchase Agreement.

13.9 Severability. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

13.10 Press Release; Communications. Any general notices, releases, statements or communications to the general public or the press relating to this Agreement or the transactions contemplated hereby and the Purchase Agreement shall be made only at such times and in such manner as may be agreed upon by the Lead Investors. Each of the Investors agrees not to disclose, directly or indirectly, the existence of this Agreement or the Term Sheet or any of the terms or substance hereof or thereof, or any other non-public information concerning any other Investor or any of its affiliates (other than Acquisition Entities) obtained in the course of discussions regarding the Transaction; provided that such information may be disclosed (i) to The Hartford and its advisors, counsel and other representatives, (ii) to an Investor's advisors, counsel, directors, investors, potential investors and employees (and including advisors and counsel jointly retained by the Investors), in each case who need to know such information for the purpose of evaluating this Agreement, the Term Sheet and the Transaction, (iii) to the extent the Lead Investors consent, (iv) to the extent required by a subpoena of a court of competent jurisdiction or by governmental or administrative action (provided that the other Investors are notified of the receipt of such subpoena or notice of such governmental or administrative action prior to any disclosure unless prohibited by the terms thereof or applicable law) or to satisfy any applicable securities law or regulation or the applicable requirements of any securities exchange

or other governmental or regulatory agency, (v) pursuant to a routine audit or regulatory examination (including, without limitation, by regulatory or self-regulatory bodies), which, for the avoidance of doubt, shall not require notice to the other Investors as contemplated by the preceding clause (iv), and (vi) to the extent such information is or becomes generally available to the public other than as a result of a disclosure by an Investor or any of its subsidiaries, affiliates or agents in violation of the restrictions set forth in this Section.

13.11 Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy to any Investor as a result of any breach or default by any other Investor under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission nor waiver of any single breach or default be deemed a waiver of any other breach occurring before or after that waiver.

13.12 Other Agreements. This Agreement, together with the agreements referenced herein, constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, between or among any of the Investors or any of their affiliates with respect to the subject matter contained herein except for such other agreements as are referenced herein (including, without limitation, any confidentiality or exclusivity agreements) which shall continue in full force and effect in accordance with their terms.

13.13 Actions by Lead Investors and by Investors. Any action or approval under this Agreement contemplated to be taken or authorized by the Lead Investors must be taken or authorized by the affirmative approval of four of the seven Lead Investors (with Cornell having two votes); provided that (i) any determination of whether any closing condition that relates to a Company Material Adverse Effect has been satisfied, or any determination to waive any such condition, or (ii) any decision contemplated by Sections 7(a) and 7(b) shall require the affirmative approval of five of the seven Lead Investors (with Cornell having two votes). The vote or consent of any Lead Investor (a "Conflicted Lead Investor") that is in material breach of its obligations hereunder, is a Defaulting Investor or has a conflict of interest with respect to a material matter under consideration by the Lead Investors shall not be counted for purposes of any authorization or approval referred to in the foregoing sentence. Commonwealth shall be deemed to have a conflict of interest for purposes of this Section 13.13 with respect to any material decision of the Lead Investors that relates in any material respect to the reinsurance transaction between Commonwealth Annuity and Life Insurance Company and Hartford Life Insurance Company (the "Reinsurance Transaction"), it being understood that Mercury and Pine Brook shall not be deemed to have a conflict of interest arising from the Reinsurance Transaction solely by virtue of their respective ownership interests in Commonwealth. The parties shall seek the advice of independent counsel in the event there is a dispute concerning the existence of a conflict of interest for purposes of this Section 13.13, provided that seeking or obtaining such advice shall not supersede the remedies described in Section 13.3 nor shall it cause a delay in any decision-making of the Lead Investors contemplated hereunder.

13.14 Amendment. Except as expressly provided in this Agreement, none of the terms or provisions of this Agreement may be waived, amended or supplemented or otherwise modified except by a written instrument executed by each Investor.

13.15 Assignment. Other than as expressly contemplated herein, no Investor may assign its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other Investors. Notwithstanding the foregoing, with prior written consent by the Lead Investors (such consent not to be unreasonably withheld, conditioned or delayed), an Investor may assign its rights and obligations under this Agreement to one or more of its Affiliates, it being agreed that (i) if such Investor was a U.S. person, it shall only be permitted to assign its rights and obligations to a U.S. Affiliate, provided that a Lead Investor shall also have the right to assign to any U.S. person who is a limited partner co-investor of such Lead Investor and has granted a voting proxy in favor of such Lead Investor, (ii) such consent of the Lead Investors may be withheld, if in the reasonable opinion of the Lead Investors, such assignment would lead to a modification in the filings made with the Connecticut Department of Insurance that would cause a delay in any regulatory approval process required to consummate the Transaction and (iii) in the event of any such permitted assignment such Investor shall remain responsible for all of its obligations hereunder.

13.16 No Partnership. Nothing herein shall be deemed to create a trust, partnership or other fiduciary relationship among the Investors or otherwise to impose a trust, partnership or fiduciary obligation among the Investors. No Investor shall have the right to act as agent for, or bind or create obligations on behalf of, another Investor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Investors hereto have executed this Agreement effective as of the day and year first written above.

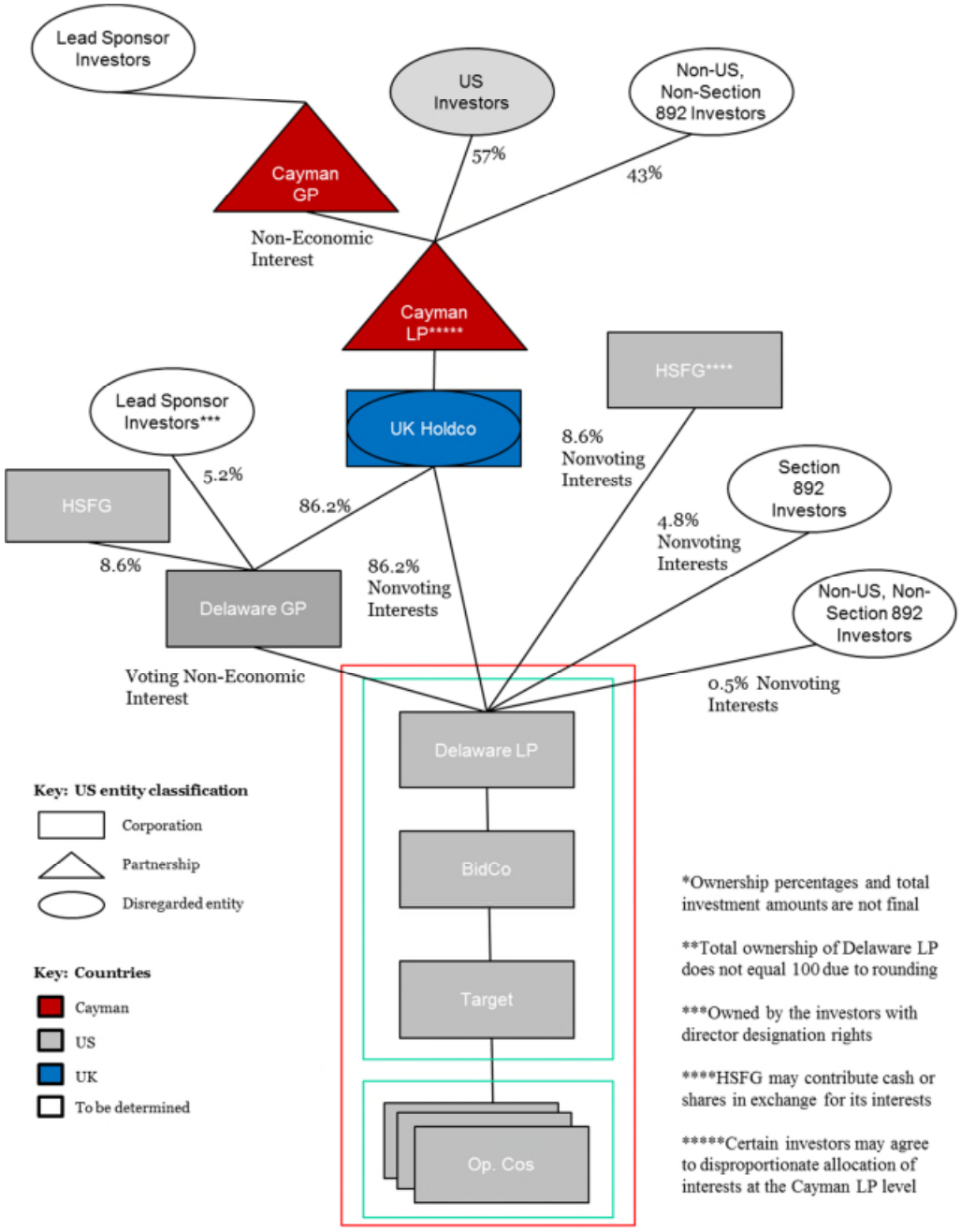
[SIGNATURE BLOCKS TO COME]

Annex A

Acquisition Entity Ownership as of the date of the Agreement

Cornell owns nominal equity in Parent and GP as of the date of this Agreement.

Acquisition Entities Ownership Structure



Investor Capital Commitments

Lead Investor	Legal Entity Name	Commitment (in millions)
[redacted]	[redacted]	**$450.0**
		$244.0
		$50
		$35
		$4.4376
		$37.5624
		$3
		$35
		$25
		$15
		$10
		$10
		$4
		$5
		$5
		$3
		$2
		$310.5
		$200
		$50
		$33.5
		$27
		$220.5
		$150
		$22.2
		$14.8
		$9.5
		$24
		$150.0
		$150.0

[redacted]

Annex C

FORM OF MANAGEMENT AGREEMENT

MANAGEMENT AGREEMENT, dated [●], 2017 (this "**Agreement**") by and among Cornell Capital LLC, a Delaware limited liability company (the "**Management Company**"), and Hopmeadow Holdings, LP, a Delaware limited partnership ("**Parent**"). Capitalized terms used herein without definition shall have the meanings ascribed to them in the Amended and Restated [●] Agreement of Parent (as may be amended and/or restated from time to time, the "**Parent Agreement**").

WHEREAS, Parent desires that the Management Company provide Parent with certain investment advisory and management services, and the Management Company desires to render such services to Parent, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. *Management Services*

(a) Subject to the terms and conditions of this Agreement, the Management Company shall perform and render advisory, management, consulting and other services (the "**Services**") to Parent upon request, in a scope and nature to be agreed upon by the parties. Any fees or expense payments payable to the Management Company shall be subject to the mutual agreement of the parties hereto and any other Person managing the Parent.

(b) Notwithstanding the Services provided by the Management Company to Parent pursuant to this Agreement, the Management Company shall be deemed to be an independent contractor. Unless otherwise expressly authorized or provided by the Parent, the Management Company shall not be authorized to manage the affairs of, act in the name of, or bind Parent or incur any expenses in respect thereof. Parent shall not be obligated to follow or accept any recommendation made by the Management Company.

(c) Parent shall not be required to reimburse any out-of-pocket expenses incurred by the Management Company or its Affiliates, employees, officers, partners, members or consultants on behalf of (or attributable to) the Company in connection with the performance of services under this Agreement unless the Company provided its prior written consent to the incurrence of such expenses.

2. *Limitation of Liability*. The Management Company and its Affiliates, and its and their respective employees, officers, partners, members and consultants shall not be liable to Parent or the equityholders of Parent in accordance with and to the extent provided in the Parent Agreement.

3. *Certain Limitations.*

(a) It is expressly agreed that the duties of the Management Company and the Services to be provided by the Management Company pursuant to this Agreement are limited to those duties and services specifically set forth in Section 1 above and that the Management Company has no other duties express or implied (including fiduciary duties) to Parent or its equityholders, except as otherwise provided by law.

(b) The Management Company shall in no event be obligated to provide any Services to Parent to the extent that such Services, in the sole discretion of the Management Company, may not comply with, or could cause the Management Company or any of its Affiliates to violate, any law, regulation, order or decree applicable to any of them.

4. *Assignment.* This Agreement may not be assigned by any party hereto without the written consent of the other parties.

5. *Term.* This Agreement shall terminate upon the delivery by either party to the other at any time of a written notice of termination.

6. *Notices.* Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission or electronic mail or sent by internationally recognized courier service, postage prepaid. Any such notice shall be deemed given when so delivered personally or, if sent by facsimile or electronic mail, at the time of receipt of a legible copy thereof or, if sent by internationally recognized courier service, three days after the date of deposit with the courier service, postage prepaid, and shall be sent to the Management Company and Parent at their respective principal offices.

7. *Amendment; Waiver.* Except as otherwise provided herein, this Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver and, in each case, the written approval of the parties hereto.

8. *Severability*. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to other Persons or circumstances shall not be affected thereby.

9. *Governing Law*. This Agreement shall be construed in accordance with and governed by the laws of New York, without giving effect to the provisions, policies or principles thereof relating to choice or conflict of laws.

10. *Successors and Assigns*. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and the equityholders of Parent and their respective legal representatives, heirs, administrators, executors, successors and assigns.

11. *Counterparts*. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. It shall not be necessary for all parties to execute the same counterpart hereof.

12. *Severability.* In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, such provisions shall be severed from the rest of the Agreement to the extent they are invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13. *Survival.* The provisions of Section 2 above shall survive termination of this Agreement for any reason.

14. *Miscellaneous.* No failure on the part of either party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

15. *Headings.* The section and other headings contained in this Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

16. *Gender and Number.* Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, the feminine or neuter gender shall include the masculine, the feminine and the neuter.

[Signature Pages Follow]

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

CORNELL CAPITAL LLC

By: Cornell Capital LP, its sole member

By: Cornell Investment Partners LLC,
its general partner

By: _____

Name: [Henry Cornell]
Title: [Sole Member]

HOPMEADOW HOLDINGS, LP

By: Hopmeadow Holdings GP LLC,
its general partner

By: _____

Name:
Title:

Annex D

Service Providers

Service Provider Name	Current Accrual (if known)
1. Bank of America Merrill Lynch	
2. Blackrock	[redacted]
3. Day Pitney LLP	
4. Debevoise & Plimpton LLP (to the extent of engagement by Cornell Capital)	[redacted]
5. Evercore Partners	
6. KPMG	
7. Lehman & Eilen LLP	
8. NEOS LLC	[redacted]
9. Performance Improvement Partners	[redacted]
10. PricewaterhouseCoopers	[redacted]
11. Stroock & Stroock & Lavan LLP	[redacted]
12. Gibson, Dunn & Crutcher LLP (engagement by TRB Advisors)	[redacted]