EXECUTION VERSION

STOCK PURCHASE AGREEMENT

DATED AS OF DECEMBER 15, 2021

BY AND AMONG

CONTINENTAL CASUALTY COMPANY

(THE *"BUYER"*),

AHP HOLDINGS, INC.

(THE *"SELLER"*),

AND

CVS PHARMACY, INC.

(SOLELY FOR PURPOSES OF SECTION 6.18)

(*"PARENT"*)

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is dated as of December 15, 2021 by and among Continental Casualty Company, an Illinois-domiciled property and casualty insurance company ("Buyer"), AHP Holdings, Inc., a Connecticut corporation ("Seller"), and CVS Pharmacy, Inc., a Rhode Island corporation ("Parent") (solely for purposes of Section 6.18). Buyer, Seller and Parent are referred to together as the "Parties."

RECITALS

WHEREAS, Seller is the owner of 1,500 common shares, par value $2,000 per share (the "Shares"), of the capital stock of Aetna Insurance Company of Connecticut, a Connecticut-domiciled property and casualty insurance company (the "Company"), which Shares constitute all of the issued and outstanding common shares of the Company's capital stock; and

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

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I
DEFINITIONS

"Acceptable Financial Assets" shall mean only the following kinds of assets: (i) cash and Cash Equivalents; and (ii) existing deposits of cash or securities with the Insurance Regulatory Authorities of the states listed on Schedule 4.25, all of which securities are rated as "investment grade" by the Securities Valuation Office of the National Association of Insurance Commissioners and constitute permissible investments under the insurance laws of the State of Connecticut.

"Accommodation Filings" shall have the meaning ascribed to it in Section 6.9 of this Agreement.

"Affiliate" shall mean, with respect to any Person, at any relevant time, any other Person controlling, controlled by or under common control with such Person. For the purpose of this definition, the term "control" (including with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership of other ownership interests or by Contract or otherwise. Notwithstanding the foregoing, for purposes of this Agreement, neither Loews Corporation nor any of its subsidiaries (other than CNA Financial Corporation or its subsidiaries) shall be deemed to be Affiliates of Buyer.

"Aggregate License Premium Amount" shall mean an amount equal to the product of (a) the License Premium Amount and (b) the total number of states for which the Company holds an

Insurance License without any Deficiency on the Closing Date, as reflected by the Certificates of Good Standing referred to in Section 8.5, except in respect of any state that does not have a process for issuing Certificates of Good Standing (or any equivalent) and in which the applicable Insurance License in respect of such state is not subject to a Deficiency as reflected by the officer's certificate referred to in the last sentence of Section 8.5.

"Agreed Accounting Principles" shall mean (a) SAP (using the same accounting procedures, policies and methods used by the Company in preparing the balance sheet, statement of income, statement of shareholder's equity and statement of cash flows contained in the Company's annual Statutory Statement as of and for the year ended December 31, 2020) and (b) and the valuation methodologies and calculations specified by the definitions of "Surplus Amount" and "Market Value" as set forth in this Agreement.

"Agreement" shall have the meaning ascribed to it in the introductory paragraph to this Agreement.

"Applicable Law" shall mean any domestic or foreign federal, state or local statute, law (including common law), ordinance or code, or any written rules, regulations or administrative interpretations issued by any Governmental Authority pursuant to any of the foregoing, and any order, writ, injunction, directive, judgment or decree of a court of competent jurisdiction applicable to the Parties hereto, including any requirement or obligation imposed upon the Company pursuant to any Involuntary Mechanism.

"Applicable Tax Law" shall mean any law of any nation, state, region, county, locality, municipality or other jurisdiction relating to Taxes, as defined below, including, without limitation, regulations and other official pronouncements of any Governmental Authority or political subdivision of such jurisdiction charged with administering such laws.

"Approvals" shall mean Buyer Approvals and Seller Approvals.

"Asset Allocation" shall have the meaning ascribed to it in Section 7.1(b) of this Agreement.

"Assets and Properties" shall mean all assets or properties of every kind, nature, character, and description (whether real, personal, or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed, or otherwise, and wherever situated) as now operated, owned, or leased, including without limitation cash, Cash Equivalents, securities, accounts and notes receivable, real estate, equipment, furniture, fixtures, goodwill, and going concern value.

"Authorized State" shall mean each state as of the Closing Date in which the Company holds an Insurance License.

"Basket" shall have the meaning ascribed to it in Section 11.3(a) of this Agreement.

"Benefit Plans" shall have the meaning ascribed to it in Section 4.12(b) of this Agreement.

"Books and Records" shall mean all Tax Records for any taxable period for which the statute of limitations has not expired (except that, for any Company Tax Return filed as a member

of any consolidated, combined, unitary or similar group, such term shall include only such Tax Returns on a pro forma basis for the Company used in the preparation of such Tax Returns), Insurance Licenses, minute books, stock certificates, stock transfer ledgers, all material items relating to the Company's legal existence and corporate management, and all financial records, correspondence, and records or documents of every kind and nature used primarily or exclusively in the Business, in each case relating to the Company and in the possession or control of Seller, the Company or any of their respective Affiliates; *provided, however*, that Seller may redact any confidential information from the Books and Records that does not pertain to the Company.

"Burdensome Condition" shall have the meaning ascribed to it in Section 6.8(c) of this Agreement.

"Business" shall mean any and all business of any kind or nature conducted by or through the Company prior to the Closing Effective Time; *provided* that the Parties acknowledge that the Company has ceased issuing Policies.

"Business Data" shall have the meaning ascribed to it in Section 4.26(e) of this Agreement.

"Business Day" shall mean a day other than Saturday, Sunday, or any other day on which the principal commercial banks located in the Borough of Manhattan of the City of New York or Chicago, Illinois are authorized or obligated to close under Applicable Law.

"Buyer" shall have the meaning ascribed to it in the introductory paragraph to this Agreement.

"Buyer Approvals" shall have the meaning ascribed to it in Section 5.5 of this Agreement.

"Buyer Disclosure Schedules" shall the meaning ascribed to it in Article V of this Agreement.

"Buyer Fundamental Representations" shall have the meaning ascribed to it in Section 11.3(c)(ii) of this Agreement.

"CARES Act" shall mean the Coronavirus Aid, Relief, and Economic Security Act of 2020.

"Cash Equivalent" shall mean any United States Treasury obligations or senior corporate debt obligations issued by entities rated "AAA" or its equivalent by one or more nationally recognized rating organizations, in each case having a remaining term to maturity as of the last Business Day preceding the Closing Date of less than ninety (90) days.

"Certificates of Good Standing" shall have the meaning ascribed to it in Section 8.5 of this Agreement.

"Claimant" shall have the meaning ascribed to it in Section 11.2(a) of this Agreement.

"Closing" shall have the meaning ascribed to it in Section 2.3(a) of this Agreement.

"Closing Balance Sheet" shall have the meaning ascribed to it in Section 2.4(a) of this Agreement.

"Closing Date" shall have the meaning ascribed to it in Section 2.3(a) of this Agreement.

"Closing Effective Time" shall mean 12:00:01 a.m. Eastern Time on the Closing Date.

"Code" shall mean the Internal Revenue Code of 1986, as amended. All citations to the Code, or to the Treasury Regulations promulgated thereunder, shall include any amendments or any substitute or successor provisions thereto.

"Company" shall have the meaning ascribed to it in the recitals to this Agreement.

"Company Releasee" shall have the meaning ascribed to it in Section 6.20 of this Agreement.

"Confidential Data" shall mean all non-public information concerning: (i) the Company, Seller or their respective Affiliates, (ii) the Business, or (iii) Buyer or its Affiliates, in the case of each of clauses (i), (ii) and (iii), that is furnished in connection with this Agreement or the transactions contemplated hereby.

"Consolidated Returns" shall have the meaning ascribed to it in Section 7.3(a)(i) of this Agreement.

"Contract" shall mean any written contract, lease, commitment, understanding or other agreement or obligation.

"Deficiency" shall mean any nonrenewal, suspension, revocation, withdrawal, termination, or surrender, or any material condition (including any Known License Condition), limitation, lapse, deficiency, restriction or impairment (other than those that apply generally to property and casualty insurers currently doing business in an Authorized State on an admitted basis or excess and surplus lines basis, as applicable) of an Insurance License that restricts the ability of the Company to conduct business under such Insurance License with respect to any line(s) of authority set forth therein, or permitted by, such Insurance License as of the date of this Agreement; *provided*, *however*, that any Deficiency which is solely due to any act or any failure to act on the part of Buyer, including the Closing, shall not be a Deficiency hereunder. Notwithstanding the foregoing, a Known License Condition shall constitute a Deficiency for all purposes hereunder.

"Deficient License" shall mean each Insurance License subject to a Deficiency on the Closing Date.

"De Minimis Return" shall have the meaning ascribed to it in Section 7.3(a)(ii) of this Agreement.

"Dispute Notice" shall have the meaning ascribed to it in Section 2.4(b) of this Agreement.

"Dispute Period" shall have the meaning ascribed to it in Section 2.4(b) of this Agreement.

"Disputed Items" shall have the meaning ascribed to it in Section 2.4(b) of this Agreement.

"Environmental Law" shall mean any Applicable Law relating to pollution or protection of the environment, natural resources or human health and safety, including the use, handling, transportation, treatment, storage, disposal, release or discharge of, or exposure to, Hazardous Substances.

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

"ERISA Affiliate" shall mean any trade or business, whether or not incorporated, that together with Seller would be deemed a single employer within the meaning of Section 4001(b) of ERISA or Section 414 of the Code.

"Estimated Closing Balance Sheet" shall have the meaning ascribed to it in Section 2.3(b).

"Estimated Closing Statement" shall have the meaning ascribed to it in Section 2.3(b) of this Agreement.

"Estimated Purchase Price" shall have the meaning ascribed to it in Section 2.3(b) of this Agreement.

"Estimated Surplus Amount" shall have the meaning ascribed to it in Section 2.3(b) of this Agreement.

"Excess Loss Cap" shall have the meaning ascribed to it in Section 11.3(b) of this Agreement.

"Final License Premium Payment" shall have the meaning ascribed to it in Section 2.4(e)(iii) of this Agreement.

"Final Surplus Adjustment Payment" shall have the meaning ascribed to it in Section 2.4(e)(i) of this Agreement.

"Final Surplus Amount" shall mean an amount equal to the Surplus Amount as of the Closing Date.

"Form A" shall mean the filing made by Buyer with the Connecticut Insurance Department to seek approval of the transactions contemplated by this Agreement.

"Governmental Authority" shall mean any court, tribunal, judicial body, arbitrator, department, commission, board, bureau, agency, entity, authority, self-regulatory organization, instrumentality or other body, whether federal, state, local, foreign or other, including, without limitation, any Insurance Regulatory Authority or Tax Authority.

"Hazardous Substance" shall means any chemical, material, substance or waste defined or regulated under any Environmental Law or which may result in Liability arising from injury to persons, property or resources.

"Indemnifiable Claim" shall have the meaning ascribed to it in Section 11.2(a) of this Agreement.

"Indemnifying Party" shall have the meaning ascribed to it in Section 11.2(a) of this Agreement.

"Independent Accounting Firm" shall have the meaning ascribed to it in Section 2.4(c) of this Agreement.

"Insurance Licenses" shall have the meaning ascribed to it in Section 4.13 of this Agreement.

"Insurance Policies" shall have the meaning ascribed to it in Section 4.11 of this Agreement.

"Insurance Producer" means an insurance agent, insurance broker, insurance intermediary, insurance agency or any sub-agent of the foregoing who solicits, negotiates or sells the Policies on behalf of the Company.

"Insurance Regulatory Authority" shall mean with respect to any state, the Governmental Authority charged with the regulation and supervision of insurance companies in such state.

"Intellectual Property Rights" shall mean (a) patents, patent applications, provisional patent applications, including any and all divisions, renewals, extensions, reexaminations, continuations, continuations-in-part and reissues of any of the foregoing, (b) trademarks, trade names, trade dress, logos, service marks, domain names and other indications of source or origin, including registrations and applications for any of the foregoing, all goodwill associated with any of the foregoing, any and all common law rights in any of the foregoing, and all reissues, extensions and renewals of any of the foregoing ("Trademarks"), (c) copyrightable works and copyrights, whether or not registered or published, including registrations and applications for any of the foregoing, (d) trade secrets, confidential financial information, customer lists and know-how, and (e) all other intellectual property and proprietary rights (whether registered or unregistered, and any applications for the foregoing) that may subsist anywhere in the world.

"Intercompany Contracts" shall have the meaning ascribed to it in Section 4.6(c) of this Agreement.

"Interim Balance Sheet" shall have the meaning ascribed to it in Section 4.18(g) of this Agreement.

"Investment Assets" shall have the meaning ascribed to it in Section 4.25(a) of this Agreement.

"Involuntary Mechanisms" shall mean any assigned risk plan, fair plan, board, bureau, or other government mandated program or underwriting facility to the extent that any such mechanism assigns to the Company the obligation to underwrite, on a mandatory basis, property and casualty business.

"IT Systems" shall mean all software, hardware, systems, databases, websites, applications, servers, networks, platforms, peripherals, and similar or related items of information technology assets and infrastructure owned, leased, licensed or used in the Business.

"Knowledge" shall mean, as to any Person, such Person is actually aware of such fact or other matter after conducting a reasonable inquiry as appropriate under the circumstances.

"Knowledge of Seller" or similar words, shall mean the Knowledge of any of Edward C. Lee, Robert J. Parslow and Igor Khmelnitsky.

"Known License Condition" shall mean any governmental order or agreement with, or notification from or to or promise, understanding or commitment to or with, any Governmental Authority in any state for which the Company holds an Insurance License that provides that the Company will not write any line of insurance for which the Company is otherwise licensed, unless such Known License Condition is solely due to any act or any failure to act on the part of Buyer, including the Closing.

"Liabilities" shall mean any and all debts, Losses, liabilities, offsets, claims, damages, penalties fines, interest, commitments, obligations, payments and accounts payable (including, without limitation, those arising out of any award, demand, assessment, settlement, judgment or compromise relating to any action or proceeding), and accruals for out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses incurred in investigating, preparing or defending any action or proceeding) of any kind or nature whatsoever, whether absolute, accrued, contingent or other, and whether known or unknown.

"License Deficiency Amount" shall mean the product of (a) the License Premium Amount and (b) the total number of states for which the Company holds a Deficient License subject to a Deficiency on the Closing Date and for which Seller will not deliver, or will not cause to be delivered, a Certificate of Good Standing at the Closing due to such Deficiency, except in respect of any state that does not have a process for issuing Certificates of Good Standing (or any equivalent) and in which the applicable Insurance License in respect of such state is not subject to a Deficiency.

"License Premium Amount" shall mean an amount equal to $200,000.

"Liens" shall have the meaning ascribed to it in Section 4.9 of this Agreement.

"Loss" and/or "Losses" shall have the meaning ascribed to it in Section 11.1(a) of this Agreement.

"Market Value" shall mean: (i) in the case of securities (other than Cash Equivalents) listed on an exchange or in an over-the counter market, the closing price on such exchange or market (or the average of the closing bid and asked prices if there is no closing price) plus all accrued but unpaid interest on such securities through the last Business Day preceding the Closing Date if such amount is not already reflected in such closing price (or such bid and asked prices), (ii) in the case of cash or Cash Equivalents, the face amount thereof, plus, to the extent applicable, all accrued but unpaid interest on such Cash Equivalents if such amount is not already paid out or otherwise distributed on the last Business Day preceding the Closing Date and (iii) in the case of

short term treasuries, the fair market value of such securities as reported by Bloomberg (x) as of the Business Day prior to the date that Seller delivers to Buyer its calculation of the Estimated Surplus Amount pursuant to Section 2.3(b) of this Agreement and (y) as of the Closing Date in connection with the calculation of the Final Surplus Amount as shown on the Purchase Price Adjustment Report.

"Material Adverse Effect" shall mean any condition, change, effect, development, event, state of facts, circumstance or occurrence (or series of any of foregoing that are related) that individually or in the aggregate is or would reasonably be expected to be materially adverse to: (i) the business, assets, liabilities, operations, condition (financial or otherwise) or results of operations of the Person specified; (ii) the validity or enforceability of this Agreement; or (iii) the ability of either of the Parties to perform their obligations under this Agreement; *provided, however*, that in the case of clause (i) only, that a Material Adverse Effect shall not include the effect of any condition, change or effect arising out of or attributable to (w) general economic conditions (whether as a result of recession, acts of war, terrorism, armed conflicts or otherwise); (x) any epidemic, pandemic or other disease outbreak (including the COVID-19 virus), including any worsening of any such event experienced at or prior to the date of this Agreement; (y) the effects of changes that are applicable to the insurance industry in general, including, but not limited to, circumstances, changes or effects in accounting or reserving principles, practices or conventions or Applicable Law, to the extent such changes do not materially disproportionately adversely affect the Company relative to other property and casualty insurance companies; or (z) the pendency, announcement or performance of the transactions contemplated by this Agreement; *provided further, however*, that in the case of clause (i) only, the exclusions in clauses (w), (x) and (y) shall be inapplicable to the extent that they impact the Company in a disproportionately adverse manner relative to other property and casualty insurance companies operating in the United States.

"New Name" shall have the meaning ascribed to it in Section 6.10(b) of this Agreement.

"Notice Period" shall have the meaning ascribed to it in Section 2.4(b) of this Agreement.

"Obligations" shall have the meaning ascribed to it in Section 6.18 of this Agreement.

"Outside Date" shall have the meaning ascribed to it in Section 10.1(e) of this Agreement.

"Parent" shall have the meaning ascribed to it in the introductory paragraph to this Agreement.

"Parent Commitment Letter" means the CVS Health Corporation Commitment Letter, dated October 3, 2018, between CVS and the Connecticut Department of Insurance.

"Parties" shall have the meaning ascribed to it in the introductory paragraph of this Agreement. Each of Seller, Buyer and Parent individually shall be referred to as a "Party".

"Permits" shall mean any permits, licenses, franchises, approvals, consents, grants, authorizations, certificates, registrations, variances and similar rights obtained, or required to be obtained, from a Governmental Authority.

"Person" shall mean any individual, corporation, partnership, firm, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization, governmental, judicial or regulatory body, business unit, division or other entity.

"Personal Information" shall mean any information that alone or together with any other information relates (directly or indirectly) to, or can be used to identify, contact or precisely locate, an identified or identifiable individual, and information considered to be "personal data" or "personal information" as defined under, or otherwise governed by, applicable Privacy Laws.

"Policies" shall mean the insurance policies, certificates, binders, riders, slips, supplements, amendments, endorsements, ancillary agreements and contracts of insurance (a) written, issued, renewed, bound, reinstated or entered into by the Company or (b) directly or indirectly, reinsured or assumed by the Company, in each case, prior to the Closing.

"Post-Effective Period" shall mean, with respect to the Company, any Tax Period (as defined below) beginning after the Closing Date and the portion of any Straddle Period (determined in accordance with Section 7.3(a)(iii)) beginning after the Closing Date.

"Pre-Effective Period" shall mean, with respect to the Company, any Tax Period ending on or before (and including) the Closing Date and the portion of any Straddle Period (determined in accordance with Section 7.3(a)(iii)) ending on (and including) the Closing Date.

"Privacy Laws" shall mean all Applicable Law relating to the privacy, security or Processing of Personal Information, including Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the UK Data Protection Act 2018, and the UK GDPR as defined by the DPA 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments Etc.) (EU Exit) Regulations 2019, and including any predecessor, successor or implementing legislation in respect of the foregoing and any amendments or re-enactments of the foregoing. The term "Processing" (and its cognates) shall have the meaning given in applicable Privacy Laws.

"Purchase Price" shall have the meaning ascribed to it in Section 2.2 of this Agreement.

"Purchase Price Adjustment Report" shall have the meaning ascribed to it in Section 2.4(a) of this Agreement.

"Redomestication" shall have the meaning ascribed to it in Section 6.10(b) 2.4(a) of this Agreement.

"Redomestication Tax" shall have the meaning ascribed to it in Section 11.1(b)(vi) of this Agreement.

"Regulatory Filings" shall have the meaning ascribed to it in Section 4.5 of this Agreement.

"Reinsurance Agreements" shall have the meaning ascribed to it in Section 4.6(b) of this Agreement.

"Rep Breach Cap" shall have the meaning ascribed to it in Section 11.3(b) of this Agreement.

"Representative" shall mean, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants, financial advisors and third-party administrators.

"Required Regulatory Approvals" shall have the meaning ascribed to it in Section 8.3 of this Agreement.

"Retained Marks" shall have the meaning ascribed to it in Section 6.10(a) of this Agreement.

"SAP" shall mean the statutory accounting practices applicable to the Company under Applicable Law and/or required or permitted by the Insurance Regulatory Authority of the State of Connecticut.

"Schedule" shall have the meaning ascribed to it in Article IV and Article V of this Agreement.

"Section 338(h)(10) Election Forms" shall have the meaning ascribed to it in Section 7.1 of this Agreement.

"Section 338(h)(10) Election Taxes" shall have the meaning ascribed to it in Section 7.1 of this Agreement.

"Section 338(h)(10) Elections" shall have the meaning ascribed to it in Section 7.1 of this Agreement.

"Securities Act" shall mean the Securities Act of 1933 as amended, or any rules and regulations promulgated thereunder.

"Seller" shall have the meaning ascribed to it in the introductory paragraph of this Agreement.

"Seller Approvals" shall have the meaning ascribed to it in Section 4.24 of this Agreement.

"Seller Condition" shall have the meaning ascribed to it in Section 4.242(a) of this Agreement.

"Seller Consents" shall have the meaning ascribed to it in Section 4.17 of this Agreement.

"Seller Disclosure Schedules" shall have the meaning ascribed to it in Article IV of this Agreement.

"Seller Fundamental Representations" shall have the meaning ascribed to it in Section 11.3(c)(i) of this Agreement.

"Seller Group" shall mean that group of affiliated companies of which Seller or any Affiliate of Seller (other than the Company) is the common parent that files a consolidated federal income Tax Return.

"Senior Executives" shall have the meaning ascribed to it in Section 2.4(d) of this Agreement.

"Settlement Date" shall have the meaning ascribed to it in Section 2.4(e)(i) of this Agreement.

"Shares" shall have the meaning ascribed to it in the recitals to this Agreement.

"Statutory Statements" shall have the meaning ascribed to it in Section 4.4(a) of this Agreement.

"Straddle Period" shall mean, with respect to the Company, any Tax Period that begins on or before and ends after the Closing Date.

"Straddle Period Tax Returns" shall have the meaning ascribed to it in Section 7.3(a)(ii) of this Agreement.

"Surplus Amount" shall mean an amount equal to the Company's capital and surplus (for the avoidance of doubt, which shall be net of any Liabilities of the Company), all of which shall consist of Acceptable Financial Assets, as of the Closing Date as shown on the Purchase Price Adjustment Report, and as shown on the statement of the Estimated Surplus Amount to be delivered to Buyer three (3) Business Days prior to the Closing Date; *provided* that the Surplus Amount as of the Closing Date shall be determined without regard to any accrual in respect of Taxes included or required to be included on any Consolidated Return. The Acceptable Financial Assets shall be valued at Market Value as of the close of business on the Business Day immediately preceding the Closing Date or as of the close of business on the Business Day immediately preceding the date of delivery of the statement of the Estimated Surplus Amount, as applicable.

"Survival Period" shall have the meaning ascribed to it in Section 10.3(a) of this Agreement.

"Tax" or "Taxes" shall mean any and all federal, state or local or non-U.S. taxes, including without limitation all net income, gross income, profits, gross receipts, excise, alternative minimum, value added, real or personal property, sales, premium, ad valorem, withholding, social security, social insurance, retirement, employment, unemployment, minimum estimated, severance, stamp, stock, property, occupation, environmental, windfall profits, use, service, net worth, payroll, franchise, license, gains, transfer, recording and other taxes of any kind whatsoever, imposed by any Tax Authority, together with any interest, additions or penalties with respect thereto, whether or not disputed.

"Tax Authority" shall mean any Governmental Authority or political subdivision or instrumentality thereof that imposes, regulates, administers, collects or regulates Taxes in any applicable jurisdiction.

"Tax Period" shall mean, with respect to any Tax, the period for which the Tax is reported as provided under Applicable Tax Laws.

"Tax Proceeding" shall have the meaning ascribed to it in Section 7.3(d)(i) of this Agreement.

"Tax Records" shall have the meaning ascribed to it in Section 7.3(b) of this Agreement.

"Tax Returns" shall mean any or all returns, information returns, declarations, forms, reports, statements and other documents filed or required to be filed in connection with the determination, assessment, collection, imposition, payment, refund or credit of any Tax or the administration of the laws relating to any Tax with, or supplied or required to be supplied to, any Tax Authority, including any amendments, schedules, attachments or supplements to any of the foregoing.

"Tax Sharing Agreement" shall have the meaning ascribed to it in Section 4.18(e) of this Agreement.

"Transfer Taxes" shall have the meaning ascribed to it in Section 7.4 of this Agreement.

"Travelers Agreements" shall mean, collectively, (i) the Group Automobile Reinsurance Agreement, dated March 25, 1991, by and between Aetna Casualty & Surety Company of America and the Company (f/k/a Aetna Casualty Company), as amended, (ii) the Group Automobile Reinsurance Agreement, dated October 30, 1992, by and between The Standard Fire Insurance Company and the Company (f/k/a Aetna Casualty Company), as amended, and (iii) that certain letter agreement, dated March 31, 1996, by and among Aetna Casualty & Surety Company of America, The Standard Fire Insurance Company and the Company (f/k/a Aetna Casualty Company).

"Treasury Regulations" shall mean the final or temporary regulations that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code. All citations to the Treasury Regulations shall include any amendments or any substitute or successor provisions thereto.

ARTICLE II
SALE AND PURCHASE

Section 2.1 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, at the Closing, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Shares, such purchase and sale of the Shares to be effective as of the Closing Effective Time.

Section 2.2 Purchase Price. Subject to the adjustments set forth in this Article II, the total aggregate consideration for the Shares purchased by Buyer from Seller shall be an amount equal to the sum of (i) the Aggregate License Premium Amount and (ii) the Surplus Amount (the total consideration paid to Seller pursuant to this Section 2.2, as adjusted pursuant to Section 2.3(b), Section 2.4 and Section 2.5, the "Purchase Price").

Section 2.3 Closing.

(a) Unless another date or time is mutually agreed upon by the Parties in writing, the closing of the transactions contemplated herein (the "Closing") will take place at 10:00 a.m. Eastern Time on the first Business Day of the calendar month after all the conditions to the obligations of the Parties to consummate the transactions contemplated herein (other than conditions with respect to actions the respective Parties will take at the Closing itself) are satisfied or waived by the appropriate Party; *provided, however*, that if all of such conditions have not been satisfied at least three (3) days prior to the first Business Day of the calendar month, then the Closing shall be deferred until the first Business Day of the next calendar month, unless another date or time is mutually agreed upon by the Parties in writing. The Closing will take place remotely by the exchange of documents and signatures in ".pdf" format. The delivery of any original documents required by a Party, which, on the Closing Date, are delivered in ".pdf" format, shall be made promptly after the Closing Date. The Parties agree that the actual date of the Closing is referred to herein as the "Closing Date," and that the purchase and sale of the Shares shall be effective as of the Closing Effective Time.

(b) No later than three (3) Business Days prior to the Closing Date, Seller shall deliver to Buyer a statement (the "Estimated Closing Statement") consisting of: (i) an estimated balance sheet of the Company as of the Closing Date, prepared in good faith and in accordance with the Agreed Accounting Principles (the "Estimated Closing Balance Sheet"), (ii) its calculation of the estimated Surplus Amount as of the Closing Date (the "Estimated Surplus Amount") prepared in good faith in accordance with the Agreed Accounting Principles and determined with reference to the Estimated Closing Balance Sheet, (iii) its calculation of the estimated Aggregate License Premium Amount and the estimated License Deficiency Amount, and (iv) a calculation of the Estimated Purchase Price. At the Closing, (A) the Parties shall deliver the documents and certificates required to be delivered by Article VIII and Article IX hereof; (B) Seller shall deliver, or cause to be delivered, to Buyer, all of the Shares, together with executed consents, terminations and assignments, including, without limitation, assignments of the certificates representing the Shares and other instruments of consent and conveyance in form and substance reasonably satisfactory to Buyer, sufficient to convey to Buyer good and marketable title to the Shares and to preserve the Assets and Properties of the Company; and (C) Buyer shall pay Seller, in cash, an amount equal to the sum of (I) the Aggregate License Premium Amount, and (II) the Estimated Surplus Amount (the "Estimated Purchase Price"). The Estimated Purchase Price shall be subject to adjustment after the Closing as set forth in Section 2.4 and Section 2.5. The Estimated Purchase Price shall be remitted by Buyer to Seller by wire transfer of immediately available funds to an account designated by Seller to Buyer at least three (3) Business Days prior to the Closing Date.

Section 2.4 Post-Closing Adjustments.

(a) Within sixty (60) days after the Closing Date, Buyer shall deliver to Seller a report (the "Purchase Price Adjustment Report"), consisting of: (i) a balance sheet of the Company as of the Closing Date, prepared in good faith and in accordance with the Agreed Accounting Principles (the "Closing Balance Sheet"), (ii) its calculation of the Surplus Amount as of the Closing Date prepared in good faith in accordance with the Agreed Accounting Principles and determined with reference to the Closing Balance Sheet, and (iii)

its final calculation of the Aggregate License Premium Amount and the License Deficiency Amount, together with any documents substantiating the calculations proposed in the Purchase Price Adjustment Report. The Purchase Price Adjustment Report shall be prepared using the same format and the same Agreed Accounting Principles that are used in preparing the Estimated Closing Statement referred to in Section 2.3(b) of this Agreement and shall clearly set forth and describe (A) any variations between the Estimated Surplus Amount and Buyer's calculation of the Final Surplus Amount (or any figures used by Buyer in calculating the same) and (B) any variations between Seller's calculation of the Aggregate License Premium Amount and the License Deficiency Amount and Buyer's calculation of the Aggregate License Premium Amount and the License Deficiency Amount.

(b) Within sixty (60) days after its receipt of the Purchase Price Adjustment Report, or such other time as is mutually agreed in writing by the Parties (the "Notice Period"), Seller shall deliver in writing to Buyer either: (i) its agreement with the calculations of the Final Surplus Amount, the Aggregate License Premium Amount and the License Deficiency Amount, in each case, as set forth in the Purchase Price Adjustment Report, or (ii) a notice specifying in reasonable detail any objection of Seller to the Purchase Price Adjustment Report, including mathematical errors or, in respect of the Final Surplus Amount, any deviations from the Agreed Accounting Principles (such objections, the "Disputed Items," and such notice of the Disputed Items, the "Dispute Notice"). If Seller fails to deliver to Buyer a Dispute Notice within the Notice Period, then the Final Surplus Amount, the Aggregate License Premium Amount and the License Deficiency Amount, in each case, as set forth in the Purchase Price Adjustment Report delivered by Buyer to Seller shall be final and binding on the Parties. If Seller delivers to Buyer a Dispute Notice prior to the expiration of the Notice Period, then each Party shall cooperate and shall cause its Representatives to cooperate with the other Party and its Representatives in good faith to seek to resolve promptly the Disputed Items. Any Disputed Items that are agreed to in writing by Buyer and Seller within forty five (45) days of receipt of the Dispute Notice by Buyer, or such other time as is mutually agreed in writing by Buyer and Seller (the "Dispute Period"), shall be final and binding upon Buyer and Seller and become part of the calculations of the Final Surplus Amount, the Aggregate License Premium Amount and the License Deficiency Amount, in each case, as set forth in the Purchase Price Adjustment Report.

(c) If at the end of the Dispute Period, Buyer and Seller have failed to reach agreement with respect to any Disputed Items that relate to the Final Surplus Amount as set forth in the Purchase Price Adjustment Report, then such Disputed Items shall be promptly submitted to an independent certified public accounting firm of national standing and reputation, which firm is not (and during the past two years has not been) an independent auditor for either Buyer or Seller (an "Independent Accounting Firm") and is jointly selected and retained by Buyer and Seller. Seller and Buyer shall jointly retain the Independent Accounting Firm and hereby agree to enter into a customary engagement letter. If Buyer and Seller are unable to select an Independent Accounting Firm within ten (10) days after the expiration of the Dispute Period, then either Buyer or Seller may request the American Arbitration Association to appoint, within ten (10) Business Days from the date of such request, an Independent Accounting Firm with significant relevant experience in the area(s) in dispute. The Independent Accounting Firm may consider only those Disputed Items that

relate to the Final Surplus Amount that Buyer and Seller have been unable to resolve within the Dispute Period, and must resolve the Disputed Items in accordance with the Agreed Accounting Principles. Each Party may submit a written statement of its position to the Independent Accounting Firm within five (5) Business Days of its appointment, with a copy of such written statement simultaneously sent to the other Party. None of the Parties shall have any ex-parte communication with the Independent Accounting Firm. The determination of the Independent Accounting Firm must neither be more favorable to Buyer regarding the subject matter of the Dispute Notice than reflected in the Purchase Price Adjustment Report delivered by Buyer to Seller nor more favorable to Seller than reflected in the Dispute Notice delivered by Seller to Buyer (excluding the allocation of the cost of the services incurred in connection with the resolution of the Disputed Items). The Independent Accounting Firm shall deliver to Buyer and Seller, as promptly as practicable and in any event within thirty (30) days after its appointment, a written report setting forth the resolution of each Disputed Item and the resulting Final Surplus Amount, determined in accordance with the terms of this Agreement. The conclusions in such report shall be final and binding upon Buyer and Seller. The thirty (30) day period for delivering the written report may be extended (i) by the mutual written consent of Buyer and Seller or (ii) by the Independent Accounting Firm for up to thirty (30) days for good cause shown. The cost of the services of the Independent Accounting Firm will be borne one-half by Buyer and one-half by Seller.

(d) If at the end of the Dispute Period, Buyer and Seller have failed to reach agreement with respect to any Disputed Items that relate to the Aggregate License Premium Amount or the License Deficiency Amount as set forth in the Purchase Price Adjustment Report, then the Parties shall refer the dispute for resolution by Edward C. Lee on behalf of Seller and Ciaran O'Loughlin on behalf of Buyer (together, the "Senior Executives"), which Senior Executives shall have fifteen (15) Business Days to resolve such dispute. If the Senior Executives do not agree to a resolution of such dispute within such fifteen (15)-Business Day period, either Party may bring an action regarding such dispute in accordance with Section 12.7.

(e) The Estimated Purchase Price shall be subject to adjustment as follows:

(i) If the Estimated Surplus Amount exceeds the Final Surplus Amount, then Seller shall pay to Buyer the amount of such difference, or if the Final Surplus Amount exceeds the Estimated Surplus Amount, then Buyer shall pay to Seller the amount of such difference (in either case, the "Final Surplus Adjustment Payment"). The Final Surplus Adjustment Payment shall be due and payable on the second (2^{nd}) Business Day after Buyer and Seller agree on the Final Surplus Amount or the Parties are provided notice of any final determination of the Final Surplus Amount, in each case as agreed or determined in accordance with this Section 2.4(e) (the "Settlement Date").

(ii) For the avoidance of doubt, if the Final Surplus Amount is disputed pursuant to Section 2.4(b) and Section 2.4(c), then the resolution of the Disputed Items pursuant to Section 2.4(b) and Section 2.4(c) shall control for purposes of determining the Final Surplus Amount and for determining the amount of the Final Surplus Adjustment Payment and which Party pays the Final Surplus Adjustment Payment. The Final Surplus

Adjustment Payment shall be made by wire transfer of immediately available funds to the account or accounts of the Party entitled to receive such payment, which account or accounts shall be designated by Buyer to Seller or by Seller to Buyer, as the case may be, not less than two (2) Business Days prior to the Settlement Date.

(iii) (A) If the Aggregate License Premium Amount shown in the Purchase Price Adjustment Report exceeds the Aggregate License Premium Amount shown in the Estimated Closing Statement, then Buyer shall pay to Seller an amount equal to such excess, or (B) if the Aggregate License Premium Amount shown in the Estimated Closing Statement exceeds the Aggregate License Premium Amount shown in the Purchase Price Adjustment Report, Seller shall pay to Buyer an amount equal to such excess (in either case, the "Final License Premium Payment"); provided that, the License Deficiency Amount referenced in the Estimated Closing Statement as adjusted by any payment pursuant to the foregoing clauses (A) or (B) shall be considered the "License Deficiency Amount" hereunder. The Final License Premium Payment shall be due and payable on the second (2nd) Business Day after Buyer and Seller agree on the Aggregate License Premium Amount as set forth in the Purchase Price Adjustment Report or the Parties are provided notice of any final determination of the Aggregate License Premium Amount as set forth in the Purchase Price Adjustment Report, in each case as agreed or determined in accordance with this Section 2.4(e). For the avoidance of doubt, if the Aggregate License Premium Amount as set forth in the Purchase Price Adjustment Report is disputed pursuant to Section 2.4(b) and Section 2.4(d), then the resolution of the Disputed Items pursuant to Section 2.4(b) and Section 2.4(d) shall control for purposes of determining the Aggregate License Premium Amount as set forth in the Purchase Price Adjustment Report and for determining the amount of the Final License Premium Payment and which Party pays the Final License Premium Payment. All payments due from Buyer or Seller pursuant to this Section 2.4(e)(iii) shall be treated as an adjustment to the Purchase Price for Tax purposes.

Section 2.5 Correction of Deficient Licenses.

(a) If any Deficiency on a Deficient License is cured within four (4) months after the Closing Date, Buyer shall remit to Seller, within five (5) Business Days following the end of such four (4) month period, an amount equal to the License Deficiency Amount on the Closing Date attributable to such Deficient License(s) that have been cured, by wire transfer of immediately available funds to an account designated by Seller to Buyer at least two (2) Business Days prior to the payment date.

(b) Buyer shall use its commercially reasonable efforts to take all actions and to do all things necessary, proper, or advisable, and execute and deliver such documents and other papers, as may be required to carry out the reinstatement or correction of any Insurance License with a Deficiency at Closing prior to Closing and, following Closing, Buyer shall cause the Company to cooperate with Seller in Seller's efforts to reinstate any such Insurance License.

Section 2.6 Tax Withholding. Buyer shall be entitled to deduct and withhold from the amounts payable pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to the making of such payment under any Applicable Tax Law. To the extent

that amounts are so deducted or withheld and timely remitted over to the appropriate Tax Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made. Without limiting the foregoing, Buyer shall deliver written notice of its intention to deduct or withhold any such amount not later than five (5) days prior to the date the payment giving rise to such deduction or withholding is required to be made, and Buyer and Seller shall reasonably cooperate to reduce or eliminate any amounts that would otherwise be deducted or withheld pursuant to this Section 2.6.

ARTICLE III
[RESERVED]

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as otherwise set forth in the corresponding section of the disclosure schedules of Seller attached to this Agreement (individually, a "Schedule" and, collectively, the "Seller Disclosure Schedules"; it being understood that any information set forth in any Schedule of the Seller Disclosure Schedules will be deemed to apply to and qualify each Section or subsection of this Agreement to which it corresponds and each other Section or subsection of this Agreement to the extent it is reasonably apparent from a reading of such information that it is relevant to such other Section or subsection of this Agreement), Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing Date (except for such representations and warranties which address matters only as of a specific date, which representations and warranties shall be true and correct as of such specific date) as follows:

Section 4.1 Organization.

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut.

(b) The Company is a property and casualty insurance company duly organized, validly existing, and in good standing under the laws of the State of Connecticut and has all requisite corporate power and authority to own, lease and operate its Assets and Properties in the manner in which such Assets and Properties are now owned, leased and operated and to carry on the Business. Prior to the date of this Agreement, Seller has delivered to Buyer true and complete copies of the certificate of incorporation and bylaws of the Company, including all amendments thereto.

(c) The Company is duly qualified to conduct business and is in good standing as a foreign corporation in each jurisdiction where the character of its owned, operated or leased Assets and Properties or the nature of its activities makes such qualification necessary.

Section 4.2 Authority. Seller has the full power and authority, corporate or otherwise, to execute and deliver this Agreement and Seller has the full power and authority, corporate or otherwise, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to (i) bankruptcy, insolvency, rehabilitation,

receivership, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). The execution and delivery of this Agreement by Seller, and the consummation of the transactions contemplated hereby, has been duly authorized by the board of directors of Seller, and, except as set forth on Schedule 4.17 or Schedule 4.24, such execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, do not and will not require the approval of any other Person or Governmental Authority.

Section 4.3 Capitalization.

(a) The authorized capital stock of the Company consists solely of 10,000 shares of common stock, $2,000 par value per share, of which 1,500 shares are issued and outstanding. Seller owns and has good and valid title to all of the Shares, free and clear of any Lien, and, upon the delivery of and payment for the Shares at the Closing as provided for in this Agreement, Buyer shall acquire ownership of the Shares, and receive good and marketable title to the Shares, free and clear of any Lien. Seller has the full and unrestricted power and authority to sell, assign, transfer and deliver the Shares to Buyer upon the terms and subject to the conditions of this Agreement. All Shares are validly authorized and issued, fully paid, and nonassessable. There are no shares of capital stock of the Company issued or outstanding other than the Shares.

(b) There are no: (i) securities convertible into or exchangeable for any of the Company's capital stock or other securities, (ii) options, warrants or other rights to purchase or subscribe to capital stock or other securities of the Company or securities which are convertible into or exchangeable for capital stock or other securities of the Company, or (iii) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance, sale or transfer of any capital stock or other equity securities of the Company, any such convertible or exchangeable securities or any such options, warrants or other rights other than this Agreement. The Shares are not the subject of any voting trust or other agreement restricting or otherwise relating to the voting, dividend rights or dispositions of the Shares. None of the Shares were issued in violation of the preemptive right of any Person or any Contract or Applicable Law by which the Company at the time of issuance was bound.

(c) The Company does not control, directly or indirectly, or have any direct or indirect equity participation, joint venture or similar interest in, any Person, except for Investment Assets held in the ordinary course of business.

Section 4.4 Statutory Statements.

(a) Since December 31, 2019, the Company has filed all statutory annual and quarterly statements, together with all exhibits, interrogatories, notes, returns and schedules thereto and any actuarial opinions, affirmations or certifications or other supporting documents in connection therewith, in each case required by Applicable Law to be filed by the Company, as applicable, with the Insurance Regulatory Authority of the State of Connecticut on forms prescribed or permitted thereby (collectively, the "Statutory Statements"). As of its respective filing date, and, if amended, as of the date of the last

amendment prior to the date of this Agreement, each such filing complied with Applicable Law in all material respects.

(b) Seller has delivered to Buyer a true, correct and complete copy of the annual Statutory Statements for the Company for the years ended December 31, 2020 and December 31, 2019 and the quarterly Statutory Statements for the Company for the quarters ended March 31, 2021 and June 30, 2021. Seller will deliver to Buyer true, correct and complete copies of the quarterly Statutory Statements of the Company for all quarters ending on or after June 30, 2021 and prior to the Closing Date.

(c) The Statutory Statements each present (or will present) fairly, in all material respects, the statutory financial condition of the Company at the respective dates thereof, and the statutory results of operations for the periods then ended in accordance with SAP with respect to the Company on a consistent basis throughout the periods indicated and consistent with each other, except as otherwise specifically noted therein. Further, the exhibits and schedules included in the Statutory Statements are fairly stated in all material respects in relation to the Company. Each Statutory Statement complied (or will comply) in all material respects with Applicable Law when so filed. Since December 31, 2019, neither the Company nor Seller has received a notice of deficiencies from any Insurance Regulatory Authority with respect to the Statutory Statements which has not been resolved or withdrawn, and to the Knowledge of Seller, no Insurance Regulatory Authority has threatened to send a notice of deficiencies with respect to any Statutory Statement. True and complete copies of all financial examination reports, market conduct reports and other examination reports of the Connecticut Insurance Department issued or otherwise delivered to the Company for the years ending on or after December 31, 2019 have been made available or furnished to Buyer prior to the date of this Agreement.

(d) All reserves and other provisions made for claims, benefits and any other Liabilities, whether reported or incurred but not reported, as established or reflected on the Statutory Statements were determined in all material respects in accordance with generally accepted actuarial standards consistently applied, were based on actuarial assumptions that were in accordance with those called for in relevant policy and contract provisions, are fairly stated in accordance with sound actuarial principles, determined in accordance with the provisions of the Company's Policies, and are in compliance with the requirements of SAP and Applicable Law; *provided, however*, that in no event shall this Section 4.4(d) or any other provision of this Agreement constitute or be deemed to constitute a guaranty, warranty or other representation as to the adequacy or sufficiency of the reserves as provided in any balance sheet or other financial statement.

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

Section 4.5 Regulatory Filings. The Company has filed all material reports, statements, documents, registrations (including registrations with applicable Insurance Regulatory Authorities as a member of an insurance holding company system), filings, notices or submissions, and any supplements or amendments thereto (collectively, the "Regulatory Filings") required to be filed by it with any Governmental Authority since December 31, 2019. The Regulatory Filings were in all material respects true, complete and accurate when filed, were in compliance in all material respects with Applicable Law when filed and, to the Knowledge of Seller, no material deficiencies have been asserted by any Insurance Regulatory Authority with respect to any Regulatory Filing. No fine or penalty has been imposed on the Company by any Insurance Regulatory Authority since December 31, 2019.

Section 4.6 Contracts.

(a) Except for Insurance Policies and those contracts listed on Schedule 4.6(b) and Schedule 4.6(c) (in each case, true and complete copies of which have been provided to Buyer), Schedule 4.6(a) sets forth a list of all Contracts, true and complete copies of which have been made available to Buyer, which the Company is bound in any respect or which relate, directly or indirectly, to the Business, but excluding (i) all Policies issued by the Company in the ordinary course of business, (ii) any Contract that has expired or lapsed pursuant to its terms and as to which all Liabilities associated with any such Contract have expired, (iii) any Contract that involves less than Fifty Thousand Dollars ($50,000) of goods or services, and (iv) any Contract that automatically removes and terminates the Company as a party thereto upon the Company no longer being an Affiliate of Seller.

(b) Schedule 4.6(b) sets forth all Contracts relating to reinsurance, retrocession, coinsurance or similar arrangements and any material ancillary agreements related to any of the foregoing to which the Company is a party and/or pursuant to which there are outstanding obligations owed to or from the Company (the "Reinsurance Agreements") and the effective date and termination date of each Reinsurance Agreement. All Reinsurance Agreements of the Company reflected in the Statutory Statements of the Company are valid, binding and enforceable against any other party thereto, in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally, are in full force and effect and transfer such risk as would be required for such treaties and agreements to be properly accounted for as reinsurance. To the Knowledge of Seller, no reinsurer under any of the Reinsurance Agreements is insolvent or the subject of a rehabilitation, liquidation, conservatorship, receivership, or similar proceeding. There are no pending or, to the Knowledge of Seller, threatened actions or proceedings with respect to any Reinsurance Agreement. All benefits to the Company and all amounts owing by the Company in respect of the Reinsurance Agreements are accounted for on the Statutory Statements in accordance with SAP, and in compliance with all the requirements set forth in SSAP No. 62R – Property and Casualty Reinsurance – Revised. At and as of the Closing Effective Time, the Company will be entitled to take full credit in its financial statements pursuant to Applicable Law for all reinsurance ceded pursuant to any Reinsurance Agreement to which the Company is then a party. The Company has complied in all material respects with all of its obligations under such Reinsurance Agreements and has provided the reinsurers thereunder on a timely basis

with all required loss notices. There are no separate written or oral agreements between the Company (or its Affiliates) and any assuming reinsurer or other Person that would under any circumstances, reduce, limit, mitigate or otherwise affect any actual or potential recoveries by the Company under any Reinsurance Agreement, other than inuring Contracts that are explicitly defined in such Reinsurance Agreement.

(c) Schedule 4.6(c) sets forth all intercompany Contracts, Liabilities, obligations, agreements or other arrangements between or among the Company and Seller or any of Seller's Affiliates (the "Intercompany Contracts") other than Insurance Policies.

(d) Each Intercompany Contract listed on Schedule 4.6(c) will be unwound, amended or terminated to remove the Company as a party as of or prior to the Closing Date in accordance with Section 6.11.

Section 4.7 No Default. Since December 31, 2019, the Company has not been in default or material breach, nor has the Company been alleged in writing to be in default or material breach, under (and no condition or event exists which with the giving of notice or the passage of time, or both, would constitute a default or material breach under or permit the termination of), nor has the Company received notice of default or material breach under or notice of termination of, any Contract, except where default or material breach under or termination of such Contract would not reasonably be expected, individually or in the aggregate to have a Material Adverse Effect on the Company. To the Knowledge of Seller, no party who is a party to or bound by any of the Contracts is in default or material breach thereunder except as otherwise disclosed or reflected in the Statutory Statements, including Schedule F attached thereto. Each of the Contracts to which the Company is a party is a legal and binding obligation of the Company enforceable in accordance with its terms.

Section 4.8 Real Property. The Company does not own or lease, and, during the period of Seller's ownership of the Company, the Company has not owned or leased any real property.

Section 4.9 Personal Property; Condition of Assets. The Company has good and marketable title to all of its Assets and Properties, including, without limitation, all such properties (tangible and intangible) reflected in the Statutory Statements, free and clear of all mortgages, liens (statutory or otherwise), licenses, equities, options, conditional sales Contracts, assessments, levies, easements, covenants, reservations, restrictions, rights-of-way, exceptions, limitations, charges or encumbrances of any nature whatsoever (collectively, "Liens") except those described in Schedule 4.9 and Liens for Taxes not yet due or which are being contested in good faith by appropriate proceedings (and which have been sufficiently accrued or reserved against in the Statutory Statements). None of the Company's Assets and Properties is subject to any restrictions with respect to the transferability thereof, and the Company's title thereto will not be affected in any way by the transactions contemplated hereby.

Section 4.10 Bank Accounts. Schedule 4.10 sets forth a true and complete list of all bank accounts, including escrow accounts, of the Company, together with the names of Persons authorized to draw thereon. Except as set forth in Schedule 4.10, all cash in such accounts is held in demand deposits and is not subject to any restriction or limitation as to withdrawal.

Section 4.11 Insurance. All policies of insurance maintained by the Company or by Seller or any of its Affiliates to which the Company is a beneficiary or named insured (the "Insurance Policies") are in full force and effect with all premiums due thereon paid. No written notice of pending or threatened cancellation or termination has been received with respect to any such Insurance Policy. Except as specifically disclosed on Schedule 4.11, no claims have been asserted by the Company under any of the Insurance Policies or relating to its Assets and Properties or to its Business since December 31, 2019.

Section 4.12 Employees and Benefit Plans.

(a) The Company does not currently employ and, to the Knowledge of Seller, has never employed, any employees, or, to the Knowledge of Seller, any individual who has provided services to the Company that would under Applicable Law be characterized as an employee of the Company. To the Knowledge of Seller, any individual providing services as an independent contractor has been properly classified and treated as such under Applicable Law. Except as set forth in the Statutory Statements, the Company has no Liabilities, obligations, costs, or expenses of any kind or nature attributable in any manner to employees, including, without limitation, any amounts or Liabilities owed by the Company under any cost-sharing agreements or employee leasing arrangements.

(b) None of the following are currently in effect and since January 1, 2020, the Company has not adopted, maintained, sponsored or participated in, and does not have any Liabilities under, any pension, welfare, bonus, deferred compensation, incentive compensation, profit sharing, stock, retirement, or other benefit plan or arrangement, or any group term life insurance, group health insurance, group dental plans or other employee benefit plans, whether or not subject to ERISA (collectively, "Benefit Plans"), for or involving any of its officers, directors, employees, consultants or other representatives.

(c) Except as would not reasonably be expected to result in a liability to Buyer and its Affiliates or the Company, none of the Seller or any of its ERISA Affiliates has, within the preceding six-year period, maintained, established, sponsored participated in, contributed to, been required to contribute to or had any liability in respect of, (i) any "defined benefit plan," as defined in Section 3(35) of ERISA, (ii) a pension plan subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code, (iii) a "multiemployer plan," as defined in Section 3(37) or 4001(a)(3) of ERISA, (iv) a "multiple employer plan" within the meaning of Section 413 of the Code, or (v) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

Section 4.13 Insurance Licenses. Schedule 4.13 hereto contains a true and correct list of each state in which the Company is licensed to conduct an insurance business on an admitted or authorized basis or as an approved, qualified or eligible excess and surplus lines carrier (the "Insurance Licenses"). Except as set forth on Schedule 4.13 hereto, (i) the Company has not received any Deficiency or other notice of suspension or termination with respect to any Insurance License from any Insurance Regulatory Authority or otherwise; (ii) Seller does not have any Knowledge of any threatened Deficiency action or suspension or termination therewith; (iii) no investigation or proceeding is pending or, to the Knowledge of Seller, threatened, by any Insurance Regulatory Authority or otherwise that would be reasonably likely to result in the imposition of a

Deficiency or any revocation or suspension, or any adverse modification, limitation or restriction of any Insurance License; and (iv) to the Knowledge of Seller, the Company has not transacted any insurance business in any state requiring an Insurance License therefor in which it did not possess an Insurance License. All of the Insurance Licenses are duly issued, valid, in full force and effect and authorize the Company to transact the business of insurance as set forth in such Insurance License, without restriction, condition or qualification of any kind other than those restrictions, conditions or qualifications generally applicable to all insurance companies transacting the business of insurance as an admitted carrier or excess and surplus carrier, as applicable, in one or more of the Authorized States, or as may otherwise be set forth in any such Insurance License.

Section 4.14 Compliance with Law. Since December 31, 2019, the Company has operated in compliance in all material respects with all Applicable Law. Neither the Company nor Seller has received any written notice, or to the Knowledge of Seller, any oral notice from any Governmental Authorities alleging any violation of, or failure on the part of the Company to comply with, any such Applicable Law. No event has occurred and no condition or circumstance exists, that reasonably would be expected to (with or without notice or lapse of time) constitute or result in a failure of the Company to be in compliance in all material respects with any Applicable Law. Except for agreements, understandings or restrictions of general applicability to property and casualty insurers doing business in one or more of the Authorized States, the Company has not operated under or been subject to any written or oral agreement or understanding, formal or informal, with any Governmental Authority that materially restricts the conduct of the Business or requires it to take, or to refrain from taking, any action. The Company has complied in all material respects with all escheat and unclaimed property Laws.

Section 4.15 Litigation. Except as set forth on Schedule 4.15, there are no, and since December 31, 2019, there has been no, actions or proceedings pending or, to the Knowledge of Seller, threatened, against or affecting the Company or its Assets and Properties or the Business, or commenced by the Company, other than actions or proceedings arising in the ordinary course of business in connection with the Policies issued by the Company. Except as set forth on Schedule 4.15, no Governmental Authority has issued any order, decree or judgment (other than orders, decrees and judgments of general applicability to property and casualty insurers doing business in one or more of the Authorized States) which remains in effect has been issued against the Company or its Assets and Properties or the Business.

Section 4.16 No Conflict. The execution and delivery of this Agreement by Seller, and the performance of its obligations hereunder (i) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of the charter documents or bylaws of the Company or Seller; (ii) are not in material violation or breach of, and will not conflict with or constitute a default under, any note, debt instrument, security agreement, lease, deed of trust or mortgage, franchise, or any other Contract, agreement or commitment binding upon the Company or any of the Assets and Properties of the Company; (iii) will not result in the creation or imposition of any Lien, equity or restriction in favor of any third party upon any of the Assets and Properties of the Company; (iv) assuming the receipt of the Seller Approvals, will not conflict with or violate any Applicable Law, rule, regulation, judgment, order or decree of any Governmental Authority having jurisdiction over the Company, or any of the Assets and Properties of the Company; and (v) assuming the receipt of the Seller Approvals, will not conflict with or violate any Applicable

Law, rule, regulation, judgment, order or decree of any Governmental Authority having jurisdiction over Seller or its Assets and Properties which would, reasonably be expected, individually or in the aggregate, cause a Material Adverse Effect.

Section 4.17 Consents. Schedule 4.17 contains a full and complete list of all consents and approvals of third parties (other than consents and approvals of Governmental Authorities, including Insurance Regulatory Authorities, which are the subject of Section 4.24 hereof) required to be obtained by the Company or Seller in connection with the execution and delivery of this Agreement and the performance of Seller's obligations hereunder (the "Seller Consents").

Section 4.18 Taxes.

(a) Filing of Tax Returns and Payment of Taxes; Tax Proceedings. Except as set forth on Schedule 4.18(a):

(i) The Company has timely filed or caused to be timely filed all Tax Returns required to be filed by it, taking into account any authorized extensions, with the appropriate Tax Authorities.

(ii) All such Tax Returns are true, complete, and correct in all material respects, and all Taxes shown as due on such Tax Returns or otherwise required to be paid by or with respect to the Company (whether or not shown on any Tax Return) have been timely paid.

(iii) There is no audit, investigation, claim, litigation or other proceeding pending by any Tax Authority against the Company, and the Company has not received written notice from any Tax Authority that any audit, investigation, claim, litigation or other proceeding is threatened with respect to any Taxes or Tax Returns of the Company. No written claim has been made by a Tax Authority in a jurisdiction where the Company does not file Tax Returns that the Company may be subject to Tax in such jurisdiction. There are no outstanding agreements or waivers extending the statutory period of limitations for assessment applicable to any Tax Returns or Taxes of the Company, and no written requests for such agreements or waivers are pending. No deficiencies for any Taxes have been proposed, asserted or assessed in writing against the Company which have not been fully paid or otherwise finally settled, other than any such deficiencies reflected on Schedule 4.18(a) that are being contested in good faith.

(b) Withholding Taxes. All Taxes that the Company is required by Applicable Tax Law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party have been timely withheld or collected and have been paid within the time and in the manner prescribed by Applicable Tax Law to the appropriate Tax Authority, and the Company has complied in all material respects with all reporting and recordkeeping requirements under Applicable Tax Law related thereto.

(c) Partnership Interests. The Company does not own any interest in any entity classified as a partnership or disregarded entity for United States federal income Tax purposes.

(d) Tax Liens. Except as set forth on Schedule 4.18(d), there are no Liens for Taxes upon the Assets and Properties of the Company except Liens for current Taxes not yet due or payable or Liens imposed for nonpayment of Taxes which are currently being contested in good faith by appropriate proceedings and which have been sufficiently accrued or reserved against in the Statutory Statements.

(e) Tax Sharing or Allocation Agreements; Powers of Attorney. Except as set forth on Schedule 4.18(e), the Company is not a party to or bound by any Tax indemnity, Tax sharing, Tax reimbursement, Tax allocation or similar agreement or arrangement or any other contractual obligation relating to Taxes (other than any such agreement or arrangement entered into in the ordinary course of business the primary purpose of which is not related to Taxes) (each such agreement or arrangement, a "Tax Sharing Agreement"). No power of attorney with respect to Taxes of the Company is currently in effect.

(f) Closing Agreements/IRS Rulings. Except as set forth on Schedule 4.18(f), the Company is not subject to (i) any "closing agreement" as defined in Section 7121 of the Code or any similar or predecessor provision thereof under the Code or other Applicable Tax Law that governs, controls or otherwise relates to any open Tax Period; or (ii) any issued, requested, or otherwise outstanding private letter rulings, technical advice memoranda or similar agreement or rulings that relates to Taxes of the Company.

(g) Tax Reserves. The unpaid Taxes of the Company for all taxable periods (or portions thereof) ending (A) on or before June 30, 2021, did not, as of such date, exceed the reserve for Tax Liability (excluding for this purpose any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the balance sheet of the Company included in the Statutory Statements dated as of such date (the "Interim Balance Sheet"), and (B) on or before the Closing Date will not, as of the Closing Date, exceed that reserve as adjusted to reflect the ordinary operations of the Company after the date of the Interim Balance Sheet and through the Closing Date in accordance with the past customs and practice of the Company in filing its Tax Returns.

(h) Seller Group. The Seller Group has properly elected to and does file consolidated federal income Tax Returns. Except as set forth on Schedule 4.18(h), the Company (i) has not been a member of an affiliated, combined, consolidated or unitary group for purposes of filing any Tax Return or paying Taxes (other than an affiliated, combined, consolidated or unitary group of which Seller is the common parent), and (ii) does not have any Liability for Taxes of any other Person under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or non-U.S. Law, or as a transferee or successor, or by Contract (other than any such Contract entered into in the ordinary course of business, the primary purpose of which is not related to Taxes).

(i) Listed Transactions. The Company has not participated or been a "material advisor" or "promoter" (as those terms are or have been defined in Sections 6111 and 6112 of the Code) in any "listed transaction" within the meaning of Sections 6011, 6662A, and 6707A of the Code (or any corresponding or similar provision of Applicable Tax Law).

(j) Spin-Offs. During the past two (2) years ending on the date of this Agreement, the Company has not been a distributing or controlled corporation in a transaction intended to be governed by Section 355 of the Code.

(k) CARES Act. The Company has not (i) claimed an employee retention Tax credit under Section 2301 of the CARES Act or IRS Notice 2020-65 (or any similar notice or ruling), (ii) deferred the payment of employment Taxes under Section 2302 of the CARES Act or (iii) received any loan or similar assistance pursuant to the CARES Act.

(l) Post-Closing Matters. The Company will not be required to include in any Post-Effective Period taxable income (or exclude in any Post-Effective Period any item of deduction) as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date under Section 481 of the Code (or any corresponding or similar provision of Applicable Tax Law), (ii) "closing agreement" as defined in Section 7121 of the Code (or any corresponding or similar provision of Applicable Tax Law), (iii) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code or any corresponding or similar provision of Applicable Tax Law), (iv) prepaid amount received or deferred revenue accrued on or prior to the Closing Date, or (v) installment sale or open transaction disposition made on or prior to the Closing Date.

(m) Nothing in this Section 4.18 or otherwise in this Agreement shall be construed as a representation or warranty with respect to (i) the amount or availability of any net operating loss, capital loss, or Tax credit carryover or other Tax attribute or asset of the Company in a taxable period (or portion thereof) beginning after the Closing Date, or (ii) any Tax positions that Buyer and its Affiliates (including the Company) may take in or in respect of a taxable period (or portion thereof) beginning after the Closing Date.

Section 4.19 No Undisclosed Liabilities. As of the date hereof, there are no Liabilities of the Company of a nature required by SAP to be reflected on a balance sheet or in notes hereto other than Liabilities (a) reflected or reserved for on the Interim Balance Sheet; (b) incurred subsequent to the date of the Interim Balance Sheet in the ordinary course of business, including Liabilities for payments under the terms of contracts of insurance; (c) under the executory portion of any Contract, agreement, lease, license, Permit or other commitment by which the Company is bound, *provided* that this item (c) shall not extend to (i) Liabilities arising due to breach by the Company or (ii) Liabilities for payments under the terms of contracts of insurance.

Section 4.20 Environmental Matters.

(a) From December 31, 2019 to the date of this Agreement, the Company has operated its business in compliance in all material respects with all applicable Environmental Laws, including holding all Permits required pursuant to applicable Environmental Laws. The Company is not subject to any orders, decrees, judgments, judicial or administrative actions or proceedings, notices of violation, claims or, to the Knowledge of Seller, investigations pursuant to Environmental Laws or with respect to Hazardous Substances.

(b) To the Knowledge of Seller, there are no events, conditions or circumstances that could reasonably be expected to result in any action, claim or allegation against the Company under applicable Environmental Laws or related to Hazardous Substances, nor has Seller or the Company received any written notice that any business or real property that is or was owned, leased, used or operated by the Company is in violation of any Environmental Laws or that the Company is responsible for the investigation, cleanup, monitoring or other remediation of any Hazardous Substances on, at or under any real property (whether or not owned, leased, used or operated by the Company), except in each case as would not reasonably be expected, individually or in the aggregate, to be material to the Company or materially impair or delay the ability of Seller to perform its material obligations under this Agreement. To the Knowledge of Seller, excluding obligations associated with the issuance of insurance policies or with respect to leases of real property, the Company has not assumed or retained from any Person, contractually or by operation of law, any liability under Environmental Laws or related to Hazardous Substances.

Section 4.21 Conduct in the Ordinary Course; Absence of Certain Changes or Events.

(a) Between January 1, 2021, and the date of this Agreement, there has not been, with respect to the Company, a change in, or effect on, the Business or its Assets and Properties that, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect.

(b) Except for the transactions contemplated hereby or as set forth in Schedule 4.21(b), since January 1, 2021, the Company has conducted the Business in all material respects only in the ordinary course, consistent with past practice (except for the fact that the Company has ceased issuing Policies). Without limiting the generality of the foregoing and subject to the exceptions set forth in the parenthetical in the preceding sentence, except as set forth in Schedule 4.21(b), since January 1, 2021:

(i) as of the date of this Agreement, no Insurance License held by the Company in any Authorized State has lapsed or been suspended, surrendered, revoked or restricted;

(ii) neither Seller nor the Company has imposed any security interest upon any of the Assets and Properties of the Company;

(iii) the Company has not made any capital investment (or series of related capital investments) in any other Person;

(iv) the Company has not cancelled, compromised, waived or released any right or claim (or series of related rights and claims) that the Company may possess, except in the ordinary course of business;

(v) there has been no change made or authorized in the charter or bylaws of the Company;

(vi) the Company has not made any change in its accounting principles, practices, policies, procedures and methods, except as required by Applicable Law or by reason of a concurrent change in SAP;

(vii) the Company has not entered into any assumption or guarantee of any indebtedness, obligation or Liability of any other Person; and

(viii) the Company has not committed to do any of the foregoing.

Section 4.22 Policies. Schedule 4.22 contains a true, accurate and complete summary of the Company's in-force Policies as of the date of this Agreement. Except as set forth in Schedule 4.22, all in-force Policies of the Company as of the date of this Agreement, are, to the extent required by Applicable Law, on forms approved by the applicable Insurance Regulatory Authority or filed with and not objected to by such Insurance Regulatory Authority within the period provided by Applicable Law for objection, except in each case as would not reasonably be expected, individually or in the aggregate, to be material to the Company or materially impair or delay the ability of Seller to perform its material obligations under this Agreement, taken as a whole, including consummation of the transactions contemplated hereby.

Section 4.23 Brokers or Finders. Neither the Company nor Seller has incurred, nor will either of them incur, directly or indirectly, any Liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or the transactions contemplated hereby.

Section 4.24 Governmental Consents. Except as set forth on Schedule 4.24 (the items listed on such Schedule 4.24 being herein referred to as the "Seller Approvals") and such consents, approvals and authorizations that Buyer is required to make or obtain pursuant to this Agreement, neither Seller nor the Company is required to submit any notice, report or other filing with, and no consent, approval or authorization is required, in connection with the execution, delivery, consummation or performance by each of Seller and the Company of this Agreement or the consummation of the transactions contemplated hereby by any (i) Insurance Regulatory Authority, or (ii) except for any notices, reports, filings, consents, approvals or authorizations the failure of which to submit or obtain would not, individually or in the aggregate, be reasonably likely to cause a Material Adverse Effect, any Governmental Authority other than an Insurance Regulatory Authority.

Section 4.25 Investment Assets; Guaranty Fund Assessments.

(a) Schedule 4.25(a) contains a list of all funds, investments or surety bonds maintained by the Company under any Applicable Law relating to insurance in each jurisdiction in which the Company holds an Insurance License, including the amounts thereof and information regarding the location of the funds or the issuer of the surety bond, as applicable (the "Investment Assets").

(b) None of the Investment Assets is in default in the payment of principal, interest or mandatory dividends or are, or should be, classified as non-performing, non-accrual, ninety (90) days past due, still accruing and doubtful of collection, in foreclosure or any comparable classification, or are permanently impaired to any extent.

(c) Since December 31, 2019, the Company has (a) timely paid in all material respects all guaranty fund and insolvency assessments that have been due from the Company or (b) provided for all such assessments in the Statutory Statements to the extent necessary to be in conformity in all material respects with SAP.

Section 4.26 Intellectual Property and Information Technology.

(a) Since December 31, 2019, to the Seller's Knowledge, the operation of the Business has not and does not infringe (nor has it been alleged to be infringing) in any material respect on any Intellectual Property Rights of any third party.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company owns or licenses from a third party all Intellectual Property Rights necessary for conduct of the Business as currently conducted.

(c) Seller and the Company take and have taken commercially reasonable steps to maintain the confidentiality of the trade secrets (i) owned by the Company, and (ii) licensed by the Company from third parties.

(d) The Seller and the Company have complied in all material respects with (i) all policies made publicly available in connection with the collection, Processing or disclosure of Personal Information with respect to the Business, (ii) all Privacy Laws and (iii) all contractual commitments that Seller and the Company have entered into with respect to Personal Information.

(e) To the Knowledge of Seller, there have been no material unauthorized intrusions or breaches of the security of the IT Systems used in the conduct of the Business during the twelve (12) months prior to the date of this Agreement. Seller and the Company have commercially reasonable measures in place designed to safeguard the security, confidentiality, and integrity of Personal Information in their possession or control with respect to the Business ("Business Data") and to prevent unauthorized access, use or alteration of the Business Data. Neither Seller nor the Company, nor, to Seller's Knowledge, any other Person, has made any illegal or unauthorized use of any Business Data.

Section 4.27 No Other Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV, SELLER EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Except as otherwise set forth in the corresponding section of the disclosure schedules of Buyer attached to this Agreement (individually, a "Schedule" and, collectively, the "Buyer Disclosure Schedules"; it being understood that any information set forth in any Schedule of the Buyer Disclosure Schedules will be deemed to apply to and qualify each Section or subsection of this Agreement to which it corresponds and each other Section or subsection of this Agreement to the extent it is reasonably apparent from a reading of such information that it is relevant to such other Section or subsection of this Agreement), Buyer represents and warrants to Seller as of the

date of this Agreement and as of the Closing Date (except for such representations and warranties which address matters only as of a specific date, which representations and warranties shall be true and correct as of such specific date) as follows:

Section 5.1 Organization. Buyer is a property and casualty insurance company duly organized, validly existing and in good standing under the laws of the State of Illinois.

Section 5.2 Authority. Buyer has full power and authority, corporate or otherwise, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to (i) bankruptcy, insolvency, rehabilitation, receivership, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). The execution and delivery by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by the board of directors of Buyer and, except as set forth on Schedule 5.5, such execution and delivery do not require the approval of any other Person or Governmental Authority.

Section 5.3 No Conflict. The execution and delivery of this Agreement by Buyer and the performance of its obligations hereunder, (i) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of the charter, bylaws or other governing documents of Buyer; and (ii) assuming receipt of the Buyer Approvals, will not conflict with or violate any Applicable Law, rule, regulation, judgment, order or decree of any Governmental Authority having jurisdiction over Buyer or its Assets and Properties which would, either individually or in the aggregate, cause a Material Adverse Effect.

Section 5.4 Investment Representation. Buyer is acquiring the Shares for its own account for investment purposes only and not for purposes of, or with a view to, offer or sale in connection with, any distribution. Buyer understands and acknowledges that none of the Shares have been registered or qualified under the Securities Act or under any securities laws of any state of the United States, in reliance upon specific exemptions thereunder for transactions not involving any public offering. Buyer agrees not to sell, transfer or otherwise dispose of any of the Shares except in accordance with the requirements of the Securities Act and any applicable state securities laws. Buyer has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Shares and is capable of bearing the economic risks of such investment.

Section 5.5 Governmental Consents. Except as set forth on Schedule 5.5 (the items listed on such Schedule 5.5 being herein referred to as the "Buyer Approvals") and such consents, approvals and authorizations that Seller or the Company is required to make or obtain pursuant to this Agreement, Buyer is not required to submit any notice, report or other filing with, and no consent, approval or authorization is required, in connection with the execution, delivery, consummation or performance by it of this Agreement or the consummation of the transactions contemplated hereby by any (i) Insurance Regulatory Authority, or (ii) except for any notices, reports, filings, consents, approvals or authorizations the failure of which to submit or obtain would not reasonably be expected, individually or in the aggregate, to be material to the Company or materially impair

or delay the ability of Buyer to perform its material obligations under this Agreement, taken as a whole, including consummation of the transactions contemplated hereby, any Governmental Authority other than an Insurance Regulatory Authority.

Section 5.6 Brokers or Finders. Except for fees and expenses payable to Prisco Consulting, Inc., which will be paid by Buyer, Buyer has not incurred, nor will Buyer incur, directly or indirectly, any Liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or the transactions contemplated hereby.

Section 5.7 Financing. Buyer has, as of the date of this Agreement, and at the Closing will have, sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment when due of the Purchase Price and any other amounts to be paid by it hereunder.

Section 5.8 Independent Investigation. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS (A) MADE ITS OWN INQUIRY AND INVESTIGATION INTO, AND, BASED THEREON, HAS FORMED AN INDEPENDENT JUDGMENT CONCERNING THE BUSINESS AND ASSETS OF THE COMPANY AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND (B) HAS BEEN FURNISHED WITH, OR GIVEN ADEQUATE ACCESS TO, CERTAIN INFORMATION ABOUT THE COMPANY AND THE BUSINESS AND ANY OTHER RIGHTS OR OBLIGATIONS TO BE TRANSFERRED HEREUNDER OR PURSUANT THERETO, AS IT HAS REQUESTED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT (I) THE ONLY REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS MADE BY SELLER AND ITS AFFILIATES ARE THE REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS MADE IN THIS AGREEMENT (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULES), AND IN MAKING ITS DECISION TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY, BUYER HAS RELIED SOLELY UPON ITS OWN INVESTIGATION AND THE EXPRESS REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS MADE BY SELLER SET FORTH IN THIS AGREEMENT (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULES). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS MADE BY SELLER SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES THAT NONE OF SELLER OR ANY OF ITS AFFILIATES OR REPRESENTATIVES MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) ANY PROJECTION, ESTIMATE OR BUDGET DELIVERED OR MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES OF FUTURE REVENUES, FUTURE RESULTS OF OPERATIONS (OR ANY COMPONENT THEREOF), FUTURE CASH FLOWS OR FUTURE FINANCIAL CONDITION (OR ANY COMPONENT THEREOF) OF THE BUSINESS OR THE COMPANY, (B) THE ADEQUACY OR SUFFICIENCY OF THE RESERVES OF THE COMPANY, OR (C) THE EFFECT OF THE ADEQUACY OR SUFFICIENCY OF THE RESERVES OF THE COMPANY ON ANY FINANCIAL STATEMENT LINE ITEM OR ASSET, LIABILITY, OR EQUITY AMOUNT.

Section 5.9 No Other Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE V, BUYER EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES.

ARTICLE VI
COVENANTS

Section 6.1 Conduct of Business. Except for matters required or contemplated by this Agreement, and such other matters, if any, as may be consented to by Buyer in writing, from the date of this Agreement until the Closing Date, Seller shall cause the Company to (i) conduct the Business in the ordinary course in a manner consistent with past practice (it being acknowledged that the Company has ceased writing Policies), (ii) maintain its Books and Records in the ordinary and usual manner consistent with past practice and in accordance with SAP, and (iii) use commercially reasonable efforts to preserve substantially the business organization of the Company, goodwill associated therewith, relationships with regulators and business relationships.

Section 6.2 Insurance Licenses.

(a) Except for matters required by this Agreement, and such other matters, if any, as may be consented to by Buyer in writing, from the date of this Agreement until the Closing Date, Seller shall, and shall cause the Company to, use commercially reasonable efforts to preserve and maintain the Company's Insurance Licenses. The Parties acknowledge and agree that, from and after the Closing, Seller shall not be responsible for the loss of any Insurance License after or as the result of the Closing. From and after the date of this Agreement and until the Closing Date, Seller will promptly notify Buyer in writing upon its receipt of any written notice of or, to Knowledge of Seller, any oral notice or threat of any Deficiency involving any of the Insurance Licenses other than those Deficiencies disclosed in Schedule 4.13 or any material limitation or restriction to any Insurance License. From and after the date of this Agreement and until the Closing Date, Seller shall use its commercially reasonable efforts and Buyer shall cooperate in good faith with Seller to cure any Deficiencies with respect to any Insurance License, including (i) preparing and filing as promptly as reasonably practicable all filings with any Governmental Authority necessary to effectuate a cure of such Deficiencies with respect to such Insurance Licenses, and (ii) conferring and consulting with each other with respect to all actions taken to cure any such Deficiency; provided that in no event shall Seller, in connection with curing such Deficiencies, be obligated to (A) permit or suffer to exist any restriction, condition, limitation or requirement imposed by a Governmental Authority on Seller or any of its Affiliates, (B) admit fault with or to any Governmental Authority, (C) make a contribution of capital to the Company or (D) make any punitive payment to any Governmental Authority (each of the immediately preceding (A) through (D), a "Seller Condition").

(b) From and after the Closing until the date that is four (4) months following the Closing Date, Seller shall use its commercially reasonable efforts and Buyer shall cooperate in good faith with Seller to cure any Deficiency that were existing at the Closing with respect to any Insurance License, including (i) preparing and filing as promptly as reasonably practicable (and in any event within thirty (30) days following the Closing Date) all filings with any Governmental Authority necessary to effectuate a cure of such

Deficiencies with respect to such Insurance Licenses, and (ii) conferring and consulting with each other with respect to all actions taken to cure any such Deficiency; provided that in no event shall Seller, in connection with curing such Deficiencies, be obligated to permit or suffer to exist any Seller Condition. For a period of eight (8) months following the date that is four (4) months following the Closing Date, Seller shall reasonably cooperate with Buyer to cure any Deficiency that was existing at the Closing with respect to any Insurance License; provided that in no event shall Seller, in connection with curing such Deficiencies, be obligated to enter into a settlement agreement or agreement admitting fault with any Governmental Authority or make a contribution of capital to the Company.

(c) From and after the Closing until the date that is twelve (12) months following the Closing Date, Seller and Buyer shall each bear fifty percent (50%) of the reasonable and documented out-of-pocket costs incurred in connection with curing any Deficiency that was existing at the Closing with respect to any Insurance License, provided that, with respect to any single Insurance License, Seller shall not be obligated to incur more than the License Premium Amount to cure Deficiencies associated with such Insurance License. Each Party shall notify the other Party in writing within five (5) Business Days of such Party becoming aware that any Deficiency has been cured.

Section 6.3 Negative Covenants. Except as required by Applicable Law or by a Governmental Authority or as required to be taken pursuant to and in accordance with the terms of this Agreement, and except for matters set forth in Schedule 6.3, from the date of this Agreement through the Closing Date, unless consented to in writing by Buyer which consent shall not be unreasonably withheld, delayed, or conditioned, Seller shall cause the Company to refrain from taking any of the following actions:

(a) (i) incurring or becoming liable for any indebtedness, (ii) issuing or selling any debt securities, options, calls, warrants or other rights to acquire any debt securities of the Company or (iii) guaranteeing any liabilities or obligations of any other Person;

(b) making any capital expenditures or commitments for capital expenditures;

(c) forgiving, cancelling or compromising any material debt or claims, or waive or release any right of material value;

(d) failing to pay or satisfy when due any material Liability (other than any such Liability that is being contested in good faith;

(e) authorizing or otherwise declaring, setting aside, paying or effecting any dividend, payment or other distribution on or with respect to any of its capital stock or repurchase, redeem, repay or otherwise acquire any of its capital stock;

(f) selling, assigning, allowing to lapse, transferring, mortgaging, pledging, leasing, exchanging or incurring any Lien on any material assets of the Company;

(g) purchasing or otherwise acquiring any debt or equity securities of any Person or any other assets intended to be held within the investment portfolio of the Company (other than those that constitute Acceptable Financial Assets);

(h) amending or restating its organizational documents (by merger, consolidation or otherwise);

(i) effecting any reorganization, recapitalization, reclassification, stock split or combination or similar change in the capitalization or capital structure of the Company;

(j) making or agreeing to make any distribution of cash or other Assets and Properties of the Company by way of dividend, distribution, redemption or otherwise;

(k) implementing or adopting any change in investment procedures, claim processing, payment or management, reinsurance, reserving, financial or accounting procedures, as applicable, in effect on the date of this Agreement, other than changes which may be required by SAP (or the interpretation or enforcement thereof), any Governmental Authority or Applicable Law;

(l) writing, issuing, renewing, reinstating, or binding any Policies or entering any reinsurance or retrocession agreements of any kind or nature to assume any risks;

(m) amending, terminating or taking or failing to take any action that would be reasonably likely to cause the termination of the Reinsurance Agreements or render the Reinsurance Agreements null, void, or unenforceable;

(n) terminating, canceling or materially amending any material insurance coverage (and any surety bonds, letters of credit, cash collateral or other deposits related thereto required to be maintained with respect to such coverage) that is not replaced by comparable insurance coverage or other items related thereto listed above;

(o) transferring, issuing, selling, granting, pledging, encumbering or disposing of any shares of the Company's common stock or other securities of the Company or granting options, warrants, calls or other rights to purchase or otherwise acquire any securities directly or indirectly convertible or exchangeable for any such shares or other security;

(p) leasing or acquiring any real property;

(q) entering into or amending any Intercompany Contract (except for where the entering into or amendment of an Intercompany Contract is broadly entered into by or otherwise applicable to Affiliates of the Company);

(r) hiring any employees;

(s) entering into a collective bargaining agreement or other agreement or arrangement with a labor union or other employee representative body or recognizing any labor union or other employee representative body;

(t) adopting, contributing to, or sponsoring, or undertaking any obligation to adopt, contribute to, or sponsor, any Benefit Plan;

(u) adopting a plan of complete or partial liquidation or rehabilitation or authorizing or undertaking a merger, dissolution, rehabilitation, consolidation, restructuring, recapitalization or other reorganization of the Company;

(v) amending (in any material respect), terminating (other than at its stated expiry date) or failing to renew any material Contract (including any Contract set forth on Schedule 4.6(a)), or enter into any Contract which would, if entered into prior to the date of this Agreement, have been a material Contract;

(w) (i) settling, compromising or otherwise resolving any action, proceeding or claims against the Company (other than claims under Policies issued by the Company arising in the ordinary course of business, in each case within applicable policy limits) for an amount that exceeds by $100,000 the amount, if any, reserved for such action, proceeding or claim in the annual Statutory Statements of the Company as of and for the annual period ended December 31, 2020 or (ii) other than in the ordinary course of business consistent with past practice, commencing any material action, proceeding or claim;

(x) amending or altering any of its Insurance Licenses unless required by Applicable Law;

(y) making, revoking or changing any Tax election, which election, revocation or change is required to be attached in writing to any Tax Return or otherwise separately filed with any Tax Authority, changing any taxable period or material method of Tax accounting, filing any Tax Return in a manner that is inconsistent in any material respect with past custom and practice, amending any Tax Returns, settling or compromising any Tax claim, audit, assessment, litigation or other Tax Proceeding, surrender any right to claim a refund of Taxes, entering into any closing agreement relating to any Tax Liability or Tax Return, file any request for rulings or special Tax incentives with any Tax Authority or agree to an extension or waiver of a statute of limitations period applicable to any Tax claim or assessment (for the purpose of clarity, excluding any such action taken by the Seller Group or any affiliated, combined, consolidated, unitary, or similar group, which includes Seller or any Affiliate of Seller (other than the Company)); or

(z) except as otherwise provided herein, enter into any Contract to take any of the actions specified in this Section 6.3.

Section 6.4 Updating of Schedule 4.22. From time to time between the date of this Agreement and the Closing Date, Seller shall update Schedule 4.22. Any such supplemental or amended disclosure shall not be deemed to have cured any breach of any representation or warranty for purposes of determining (a) whether or not the conditions set forth in Article VIII have been

satisfied, (b) the availability of each Party's rights to termination set forth in Article X and (c) the availability of each Party's rights to indemnification set forth in Article XI.

Section 6.5 Access to Information. From the date of this Agreement until the Closing Date, Seller will cause the Company to make available (including via remote access) to Buyer's employees, attorneys, accountants and other authorized Representatives at reasonable times, upon reasonable notice and under reasonable circumstances, all of the Books and Records of the Company and any other documents of the Company reasonably requested by Buyer in order to afford Buyer such full opportunity of review, examination and investigation as Buyer shall desire with respect to the affairs of the Company. In addition, Seller and the Company shall furnish to Buyer any other information relating to this Agreement which is reasonably necessary for disclosure in the Form A filing or other related filing submitted with the Connecticut Insurance Department or any other Insurance Regulatory Authority. In addition, Seller shall furnish to Buyer any information or copies of any document in its possession or control which may be reasonably requested by Buyer related to any audit, examination, litigation or proceeding involving the Company arising subsequent to the Closing Date or relating to the assessment or collection of any Tax, interest, penalty, assessment or deficiency relating, directly or indirectly, to the Shares or the Assets and Properties of the Company or with respect to the Business.

Section 6.6 Fulfillment of Conditions and Covenants. No Party will take any course of action inconsistent with satisfaction of the requirements or conditions applicable to it set forth in this Agreement. Each Party shall promptly do all such acts and take all such measures as may be commercially reasonable to enable it to perform as early as possible the obligations herein provided to be performed by it. Without limiting the foregoing, as soon as practicable following the date of this Agreement, and in any event no later than fifteen (15) Business Days following the date of this Agreement, Buyer shall file the Form A, and all related materials, with the Connecticut Insurance Department pursuant to the requirements of Applicable Law. Buyer shall deliver to Seller evidence reasonably satisfactory to Seller of the making of any required filings with the Connecticut Insurance Department with respect to the Form A and the receipt of the approval thereof. Seller and Buyer shall each (and Seller shall cause the Company to) promptly and diligently respond to any requests of any Governmental Authority for further information or documentation in connection with review and approval of any application required to be made prior to the Closing Date, and all consents and approvals required to be obtained prior to the Closing Date, in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. If any Governmental Authority requires that a hearing be held in connection with any such application, consent or approval, each Party shall use commercially reasonable efforts to arrange for such hearing to be held promptly after the notice that such hearing is required has been received by such Party.

Section 6.7 Public Announcements. Neither Seller nor Buyer nor any Affiliate of Seller or Buyer shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except as may be required by Applicable Law or applicable securities exchange rules, in which the case the Party which is (or the Party whose Affiliate is) required to publish such press release or public announcement shall allow the other

Party a reasonable opportunity to comment on such press release or public announcement in advance of such publication.

Section 6.8 Consents.

(a) From the date of this Agreement through the Closing Date, each Party shall use commercially reasonable efforts to obtain, or cause to be obtained, and to cooperate with each other Party in the effort to obtain, as soon as reasonably practicable, all Approvals necessary to consummate this Agreement and the transactions contemplated hereby, including, but not limited to, the Required Regulatory Approvals. Each Party shall pay its own expenses in connection with obtaining such Approvals. Each Party shall provide to the other Party copies of all non-confidential portions of applications filed or submitted with Governmental Authorities in connection with this Agreement and shall keep the other Party apprised of the status of matters relating to the completion and approval of the transactions contemplated by this Agreement. Seller and Buyer shall have the right to review in advance, subject to redaction of personally identifiable information, to the extent practicable, and subject to any restrictions under Applicable Law, and shall consult the other on, any filing made with, or written materials submitted to, any Governmental Authority or any third party in connection with the transactions contemplated by this Agreement, and 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 Law and subject to redaction of personally identifiable information.

(b) From and after the date of this Agreement and until the Closing, Seller shall, to the extent not prohibited by Applicable Law, notify the Buyer promptly if, to the Knowledge of the Company, any Governmental Authority (i) imposes or threatens to impose any Deficiency involving any Insurance License, (ii) withdraws, suspends, revokes or places any limitation on any material Permit of the Company or (iii) brings or threatens to bring any action or proceeding against the Company. From and after the date of this Agreement and until the Closing Date, each Party shall promptly notify the other Parties if, to the Knowledge of such Party, there has occurred any event that would reasonably be expected to result in any of the conditions set forth in Article VIII or Article IX becoming incapable of being satisfied; provided that, the failure to give such notice shall not separately constitute a failure of any condition or a basis to terminate this Agreement unless the underlying event would independently result in such failure or provide such basis.

(c) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller be obligated to permit or suffer to exist any material Seller Condition with respect to any Approvals.

(d) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Buyer be obligated to take or refrain from taking or agree to it, its Affiliates, or the Company taking or refraining from taking, any action, or to permit or suffer to exist any material restriction, condition, limitation or requirement that, individually or together with all other such actions, restrictions, conditions, limitations or requirements imposed by Governmental Authorities in connection with the transactions contemplated by

this Agreement, that constitutes a Burdensome Condition. For purposes of this Agreement, a "Burdensome Condition" means any ongoing condition or requirement on Buyer or any of Buyer's Affiliates in respect of the Company with respect to (I) the contribution of capital to the Company or (II) providing a keep-well, capital maintenance arrangement, guarantee or similar arrangement in respect of the Company; provided, however, that the requirement for the Buyer or any of Buyer's Affiliates to make a capital contribution to the Company shall not be deemed to be a Burdensome Condition, except to the extent that such contribution is in an amount which exceeds the greater of (i) $25,000,000 and (ii) the amount that would be required to be contributed to support an initial authorized control level risk-based capital ratio of 300% based on pro formas or other business plan materials submitted as part of any filing made with a Governmental Authority.

(i) Prior to Buyer being entitled to invoke a Burdensome Condition, each of the parties and their respective representatives shall promptly confer in good faith in order to (x) exchange and review their respective views and positions as to any Burdensome Condition or potential Burdensome Condition and (y) discuss and present to, and engage with, the applicable Governmental Authority regarding any approaches or actions that would avoid any actual Burdensome Condition or mitigate its impact so it is no longer a Burdensome Condition, and Buyer shall use its commercially reasonable efforts to take, or cause to be taken, any such actions in respect thereof which may mitigate a Burdensome Condition (other than any actions which themselves would constitute a Burdensome Condition).

Section 6.9 Accommodation Filings. Upon the request of the Buyer, Seller shall, and shall cause the Company to, provide reasonable cooperation and assistance to the Buyer and its counsel in the preparation of, and, at the direction of the Buyer, the submission or filing of any of the governmental approvals listed on Schedule 6.9 in connection with actions proposed to be taken or agreements proposed to be entered into by the Company on or following the Closing Date (the "Accommodation Filings"); provided that the effectiveness of all such Accommodation Filings and the actions and agreements contemplated thereby shall be conditioned on the consummation of the Closing. The Parties shall, and shall cause their respective Affiliates to, promptly provide to the other party copies of any written responses to such Accommodation Filings and reasonable cooperation and assistance to the other party regarding any information or document requests from any Governmental Authority in regard to such filings.

Section 6.10 Intellectual Property Matters.

(a) Seller is not conveying ownership rights or granting Buyer or any of its Affiliates (including the Company after the Closing) a license to use the "Aetna" name or any confusingly similar variation thereof, or any other name, registered or unregistered Trademarks, industrial designs or other indicators of source or origin owned by Seller or any of its Affiliates (the "Retained Marks"). Buyer acknowledges and agrees that neither it nor any of its Affiliates shall acquire any goodwill, rights or other benefits arising from the use of any Retained Mark and that all such goodwill, rights and benefits shall accrue exclusively to Seller and its Affiliates. Except as expressly provided in this Section 6.10 or required by Applicable Law, Buyer, the Company and their respective Affiliates may not in any way: (i) after the Closing Effective Time, identify, or suggest, any affiliation between either Buyer

or the Company or any of their respective Affiliates on the one hand, and Seller or any of its Affiliates on the other hand; or (ii) use the Retained Marks.

(b) As soon as reasonably practicable following the Closing, Buyer shall cause the Company to take all such actions (including making filings, obtaining approvals and amending its certificate of incorporation) as shall be necessary to change its name to a new name that does not include Retained Marks (the "New Name"). In furtherance of the foregoing, not later than thirty (30) days following the Closing Date, Buyer shall change its corporate name to the New Name at the Office of the Secretary of State of Connecticut and the Connecticut Insurance Department. Not later than one hundred and twenty (120) days following the date the New Name is approved by the last of the Office of the Secretary of State of Connecticut, the Connecticut Insurance Department and the Illinois Department of Insurance (in the event the Company is redomesticated from Connecticut to Illinois prior to or following the Closing, such act, the "Redomestication"), Buyer shall cause the Company to make all filings with any applicable Governmental Authorities in the Authorized States to change the corporate name of the Company and update the Insurance Licenses in the Authorized States, in each case, to reflect the New Name.

(c) Notwithstanding the foregoing, the Company may use the Retained Marks solely in connection with (i) filings submitted to Governmental Authorities in the Authorized States and (ii) the conduct of the Business in each Authorized State, until, with respect to each such Authorized State, the corporate name of the Company has been changed and the Insurance Licenses have been updated.

(d) Promptly after the Closing, and in any event not later than thirty (30) days following the Closing Date, Buyer shall cause the Company to apply for a new NAIC Group Code number.

Section 6.11 Contracts and Intercompany Accounts. Except as otherwise provided in Article VII, on or prior to the Closing Date: (i) Seller shall cause all intercompany balances, including loans and advances and commitments with respect thereto, in respect of the Company on the one hand, and Seller or any of Seller's Affiliates on the other hand, to be satisfied and all commitments with respect thereto to be terminated; (ii) Seller shall cause all Intercompany Contracts or other arrangements listed on Schedule 4.6(c), to be unwound, amended or terminated to remove the Company as a party to such Contracts; and (iii) Seller shall cause all of the Reinsurance Agreements to be terminated with respect to Policies issued after the Closing Date by the Company that would otherwise be subject to the Reinsurance Agreements.

Section 6.12 Authority, Bank Accounts. Resignations, appropriately executed signature cards and all other documentation needed in preparation for closing for any bank and other investment accounts of the Company and deposits maintained by the Company with any Governmental Authority, or transferring signature authority therefor, will be provided to Buyer by Seller upon Closing. Seller will cooperate and assist Buyer in obtaining, subsequent to Closing, any statutory or regulatory approvals required to enable the Company to make the appropriate closings or transfers, including transfers of signature authorization, and in providing all notices thereof as may be required by the appropriate Governmental Authorities. From and after the Closing, no agent or

officer of Seller shall take any action with respect to any such accounts or deposits other than as may be authorized in writing by Buyer.

Section 6.13 Delivery of Records.

(a) On the Closing Date, Seller shall deliver or cause to be delivered to Buyer all Books and Records in the possession of Seller to the extent not then in the possession of the Company, *provided*, *however,* that Seller shall be permitted to retain copies of same.

(b) Seller shall deliver or cause to be delivered to Buyer or the Company originals or copies of any regulatory compliance files, correspondence and filings with Insurance Regulatory Authorities, or other Books and Records pertaining to the Company or the Business as may be reasonably requested in writing by Buyer or the Company after the Closing Date until the fifth (5th) anniversary of the Closing Date, *provided*, *however*, that Seller may redact any confidential information from any such documents or materials that does not pertain to the Company.

(c) Seller shall deliver or cause to be delivered to Buyer or the Company copies of any Tax Returns pertaining to the Company, for any Pre-Effective Tax Period, as may be reasonably requested in writing by Buyer or the Company (for the purposes of clarity in the case of any Seller Group Tax Return or any Tax Return for any affiliated , combined, consolidated, unitary, or similar group which includes Seller or any Affiliate of Seller (other than the Company), a pro-forma Tax Return for the Company utilized in the preparation of such Seller Group or other Tax Return) after the Closing Date until the fifth (5th) anniversary of the Closing Date; *provided*, *however*, that Seller may redact any confidential information from such Tax Returns that does not pertain to the Company.

Section 6.14 Insurance Coverages. Seller shall cause all Insurance Policies relating to the Company or its Assets and Properties or the Business to be terminated, as to the Company, as of the Closing Date, without cost to the Company and without any continuing obligation on the part of the Company to pay premiums or other amounts under such Insurance Policies; *provided* that Seller shall be permitted to keep in force and effect, and receive and retain the exclusive benefit of, any Insurance Policies and recoveries thereunder providing coverage to or for the benefit of the Company for pre-Closing periods and Losses arising from any occurrences, acts, errors or omissions actually or allegedly taking place prior to the Closing.

Section 6.15 [RESERVED].

Section 6.16 Termination of Insurance Producer Appointments. Prior to the Closing, Seller shall cause the Company to terminate the appointments of all Persons who are authorized or permitted to act as an Insurance Producer. Seller shall use commercially reasonable efforts to cause the Company to terminate the appointments of as many Insurance Producers as is practicable prior to December 31, 2021.

Section 6.17 Subsequent Statutory Statements. Seller shall cause the Company to commence preparation of, and, consistent with past practice and on a timely basis, if required prior to the Closing Date, file with or submit to the Connecticut Insurance Department the statutory quarterly

statement of the Company for the quarter ending June 30, 2021, and for each subsequent quarter and year end occurring prior to the Closing Date.

Section 6.18 Parental Guarantee. Parent hereby fully, irrevocably and unconditionally guarantees to Buyer the full and timely payment of all present and future obligations and liabilities required to be paid or reimbursed by Seller under this Agreement when due, whether by acceleration or otherwise, or (if earlier) at the time Seller becomes the subject of bankruptcy or other insolvency proceedings, however arising (collectively, the "Obligations"). At the time any payment is due from Seller to Buyer under this Agreement, Parent agrees to pay, or cause to be paid, the amount due promptly. This is a guarantee of payment, and not of collection, and Parent acknowledges and agrees that such guarantee is full and unconditional. Parent hereby waives, for the benefit of Buyer, to the fullest extent permitted by Applicable Law, any defenses or benefits that may be derived from or afforded by Applicable Law or in equity which limit the Liability of or exonerate guarantors or sureties; *provided, however*, that Parent does not waive, and shall be entitled to the benefit of, (i) any such defense that is available to Seller, and (ii) any defense derived from or afforded by the Obligations having been paid in full. For the avoidance of doubt, the payment of an Obligation by Parent shall be deemed to satisfy Seller's obligation to pay such Obligation under this Agreement to the extent of such payment by Parent. The guarantee provided for in this Section 6.18 shall terminate upon the full payment, performance, observation and discharge of the Obligations.

Section 6.19 Further Assurances. Each of Buyer and Seller will use its commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable, and execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the conditions to Closing set forth in Article VIII and Article IX of this Agreement).

Section 6.20 Release. Effective as of the Closing, Seller, for itself and on behalf of its Affiliates (other than the Company) and each of its and their successors and assigns (each, a "Seller Releasor"), hereby irrevocably, knowingly and voluntarily releases, discharges and forever waives and relinquishes all claims, demands, liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, which any Seller Releasor has, may have or might have or may assert now or in the future, against the Company and any of their respective successors, assigns, officers, directors, partners, managers and employees (in each case in their capacity as such) (each, a "Company Releasee"), arising out of, based upon or resulting from any contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the Closing; provided, however, that nothing contained in this Section 6.20 shall release, discharge, waive or otherwise affect the rights or obligations of any Seller Releasor to the extent set forth in this Agreement. Seller shall, and shall cause each Seller Releasor to, refrain from, directly or indirectly, asserting any claim or demand or commencing, instituting or maintaining, or causing to be commenced, any legal or arbitral proceeding of any kind against any Company Releasee based upon any matter released pursuant to this Section 6.20. The execution and delivery of this Agreement shall not constitute an acknowledgment of, or an admission by, any Seller Releasor or Company Releasee

of the existence of any such claims or of liability for any matter or precedent upon which any liability may be asserted.

ARTICLE VII
TAX MATTERS

Section 7.1 Section 338(h)(10) Election.

(a) Following the Closing Date, the Seller Group and Buyer shall make, or cause to be made, a joint and timely election under Section 338(h)(10) of the Code (and any corresponding election under state or local Applicable Tax Law) with respect to the purchase and sale of the Shares under this Agreement (collectively, the "Section 338(h)(10) Elections"). Seller shall execute and deliver to Buyer at the Closing two original copies of IRS Forms 8023 and any required comparable state or local forms that Buyer identifies and requests from Seller at least two (2) Business Days prior to the Closing Date that are required in order to make the Section 338(h)(10) Elections (the "Section 338(h)(10) Election Forms"). Seller and Buyer shall, and shall cause their respective Affiliates to, reasonably cooperate in the timely filing of (i) the Section 338(h)(10) Election Forms, and (ii) any corrections, amendments or supplements thereto to the extent required by Applicable Tax Law. Unless otherwise required by Applicable Tax Law and except as otherwise contemplated by this Section 7.1, neither Seller nor Buyer shall, nor shall they permit any of their respective Affiliates to, modify (including any corrections, amendments or supplements thereto) the Section 338(h)(10) Election Forms after their execution or to modify or revoke the Section 338(h)(10) Elections following the filing of the Section 338(h)(10) Election Forms without the prior written consent of the other Party. Any income, gain, loss, deduction, or other Tax item resulting from the deemed sale of the Company's assets under the Section 338(h)(10) Elections shall be included in the Consolidated Returns for the consolidated year that includes the Closing Date to the extent required by Applicable Tax Law, and the Seller Group shall pay or cause to be paid all Taxes imposed on the Company (or any member of the Seller Group) as a result of the Section 338(h)(10) Elections (the "Section 338(h)(10) Election Taxes").

(b) Seller and Buyer agree that the aggregate deemed sales price (within the meaning of Treasury Regulations §1.338-4) and the amount of the adjusted grossed-up basis (within the meaning of Treasury Regulations §1.338-5) for Buyer's purchase of the Shares under this Agreement shall be allocated among the assets of the Company in a manner consistent with Code Section 338 and the applicable Treasury Regulations (the "Asset Allocation"). Buyer shall, not later than sixty (60) days after the determination of the Final Surplus Adjustment Payment pursuant to Section 2.4(e), provide to Seller for its review and comment a written statement setting forth its proposed Asset Allocation to be used in making the Section 338(h)(10) Elections. Within fifteen (15) days after the delivery of such Asset Allocation, Seller shall propose to Buyer in writing any reasonable changes to the Asset Allocation (and in the event no such changes are so proposed to Buyer within such fifteen (15) day period, Seller shall be deemed to have accepted and agreed to the Asset Allocation in the form provided by Buyer). Seller and Buyer shall negotiate in good faith to resolve any timely-raised issues arising as a result of Seller's review of such Asset Allocation within thirty (30) days after Buyer's receipt of a timely written notice of objection from Seller. If

Seller and Buyer are unable to agree on the Asset Allocation within such thirty (30) day period, Seller and Buyer shall jointly request the Independent Accounting Firm to promptly (and in any event within twenty (20) days) resolve any issue in dispute, in order that such Asset Allocation can be agreed so that such election and IRS Form 8883 may be timely filed, with the fees and expenses of the Independent Accounting Firm to be split equally by Buyer and Seller.

(c) Each of Buyer and Seller (i) shall (and shall cause their respective Affiliates to) prepare and file all Tax Returns, including the filing by each of Buyer and Seller of its IRS Form 8883, in a manner consistent with the Asset Allocation and the Section 338(h)(10) Elections as so finalized pursuant to this Section 7.1, (ii) shall not (except as required below with respect to a revised Asset Allocation), and shall cause their respective Affiliates not to, take any position inconsistent with the Section 338(h)(10) Elections or the Asset Allocation as so finalized pursuant to this Section 7.1 on any Tax Return or in any action before any Tax Authority, unless otherwise required by a determination (within the meaning of Section 1313(a) of the Code or any similar provision of state or local Applicable Tax Law), and (iii) shall promptly notify the other Party hereto upon receiving notice of any dispute with any Tax Authority with respect to such Asset Allocation and shall consult with such other Party concerning resolution of such dispute; *provided*, *however*, that (A) the deemed purchase prices of the assets of the Company may differ from amounts shown on the final Asset Allocation in order to reflect Buyer's transaction costs not included in the Asset Allocation and (B) the amounts realized on the deemed sales of assets may differ from the deemed sales prices shown on the Asset Allocation in order to reflect transaction or other similar costs that reduce the amounts realized for federal income Tax purposes. Nothing in this Agreement shall prevent a Party from settling any proposed deficiency or adjustment by any Tax Authority based upon or arising out of the Asset Allocation, and none of the Parties shall be required to litigate before any court or pursue any administrative appeal concerning any proposed deficiency or adjustment by any Tax Authority challenging the Asset Allocation. In the event that any adjustment is required to be made to the Asset Allocation as a result of any adjustment to the Purchase Price for the Shares pursuant to Article II, this Article VII or Article XI, Seller shall prepare or cause to be prepared, and shall provide to Buyer, a revised Asset Allocation reflecting such adjustment. Such revised Asset Allocation shall be subject to review and resolution of timely raised disputes in the same manner as the initial Asset Allocation, and such revised Asset Allocation (as so finalized) shall be treated as the final Asset Allocation for purposes of this Section 7.1(c); *provided* that neither Buyer nor Seller shall be required by this Section 7.1(c) to amend any filed Tax Return as a result of any of the preceding adjustments to the Asset Allocation unless required to do so by Applicable Tax Law.

Section 7.2 Refunds. Any Tax refund or rebate (including, but not limited to, any Tax refund attributable to any estimated tax payment for any Pre-Effective Period being higher than the actual Tax Liability for such period and any credit of any otherwise payable refund against any Tax Liability for any Post-Effective Period) in respect of Taxes paid by or economically borne by Seller (or an Affiliate of Seller) or the Company with respect to any Pre-Effective Period (except in each case to the extent any such Tax refund was taken into account as an asset in the Final Surplus Amount) shall be the property of Seller, and if actually received by Buyer or the Company, shall be paid over promptly to Seller, less any Taxes and reasonable third-party expenses incurred by

Buyer or any of its Affiliates in obtaining such refund. In the event that the amount of any Tax reflected as a Liability or otherwise as a reduction in the calculation of the Final Surplus Amount pursuant to Section 2.4 exceeds the amount of such Tax required to be paid by the Company for the applicable Pre-Effective Period to which such Tax relates (whether as a result of such Tax being less than the amount so reflected in the Final Surplus Amount or as a result of a separate payment of such Tax by Seller or any Affiliate of Seller or otherwise), Buyer shall promptly pay over to Seller the amount of such excess after determination thereof (including the filing of the applicable Tax Return pursuant to Section 7.3(a)(i) or (ii)).

Section 7.3 Tax Compliance.

(a) Preparation and Filing of Tax Returns; Responsibility for Taxes.

(i) Seller Tax Returns. Seller Group shall be responsible, at its sole cost and expense, for the preparation of all Tax Returns of the Company for any Tax Period ending on or before the Closing Date which are required to be filed after the Closing Date or that relate to a consolidated, combined, unitary or similar Tax Return that includes Seller (or any Affiliate of Seller other than the Company), on the one hand, and the Company, on the other hand (the "Consolidated Returns"). Such Tax Returns shall be prepared in accordance with past practice of the Company except to the extent required by the Section 338(h)(10) Elections, as otherwise required by Applicable Tax Law or with the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed). Seller shall provide to Buyer and its authorized Representatives a copy of such Tax Returns (including any amendment to any such Tax Returns), together with appropriate supporting information and schedules, at least thirty (30) days prior to the due date (including any extension thereof) for the filing of such Tax Return (for purposes of clarity, it being understood that, in the case of any Consolidated Return, such review shall involve only a pro forma return of the Company used in the preparation of such Consolidated Return). Seller shall consider in good faith written comments, if any, of Buyer with respect to each such Tax Return that are delivered by Buyer to Seller no later than fifteen (15) days prior to the due date (including any extension thereof) for the filing of such Tax Return. Unless otherwise agreed by Seller and Buyer, the consolidated federal income Tax Return for the Seller Group that includes the Company for the Tax Period that includes the Closing Date will not be prepared on the basis of a ratable allocation election under Treasury Regulations §1.1502-76(b) (or any analogous provision of state, local or foreign Applicable Tax Law). Seller shall timely file or cause to be timely filed all such Consolidated Returns, and shall timely pay or cause to be timely paid all Taxes shown as due on such Consolidated Returns. Buyer shall timely file or cause to be timely filed all other Tax Returns (other than the Consolidated Returns) prepared pursuant to this Section 7.3(a)(i), and shall timely pay or cause to be timely paid all Taxes shown as due on such other Tax Returns; *provided* that Seller shall pay Buyer the amount of Taxes for which Seller is responsible under Section 11.1(a)(iii) of this Agreement with respect to each such Tax Return at least five (5) Business Days before the due date for filing the applicable Tax Return.

(ii) Buyer Tax Returns. Subject to the last sentence of this Section 7.3(a)(ii), Buyer shall be responsible for the preparation of and shall timely file or cause

the Company to timely file all Tax Returns that are required to be filed by the Company for all Straddle Periods (the "Straddle Period Tax Returns"). Such Straddle Period Tax Returns shall be prepared in accordance with past practice of the Company except as otherwise required by Applicable Tax Law or with the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed). Buyer shall provide to Seller and its authorized Representatives a copy of such Straddle Period Tax Returns (including any amendment to any such Straddle Period Tax Returns), together with appropriate supporting information and schedules, at least thirty (30) days (or five (5) days in the case of any Straddle Period Tax Return relating to non-income Taxes) prior to the due date (including any extension thereof) for the filing of such Straddle Period Tax Return; *provided, however*, that Buyer shall not be required to provide to Seller or its authorized Representative any such Straddle Period Tax Return relating to non-income Taxes if such Straddle Period Tax Return shows either a zero dollar ($0) or statutory minimum Tax liability and relates to a jurisdiction in which the Company has previously filed a Tax Return relating to non-income Taxes of the same type (each, a "De Minimis Return"). Buyer shall consider in good faith such changes to such Tax Returns as are requested by Seller in writing delivered by Seller to Buyer no later than fifteen (15) days (or three (3) days in the case of any Straddle Period Tax Return relating to non-income Taxes) prior to the due date (including any extension thereof) for the filing of such Straddle Period Tax Return. Buyer shall timely pay or cause to be timely paid all Taxes shown as due on such Tax Returns; *provided* that Seller shall pay Buyer the amount of Taxes for which Seller is liable under Section 11.1(a)(iii) of this Agreement with respect to each such Tax Return (other than any De Minimis Return that is not provided to Seller pursuant to the third sentence of this Section 7.3(a)(ii)) at least five (5) Business Days (or two (2) days in the case of any Straddle Period Tax Return relating to non-income Taxes) before the due date for filing the applicable Straddle Period Tax Return.

(iii) Straddle Periods. For purposes of allocating any Straddle Period Taxes pursuant to this Agreement, (A) the Taxes for a Straddle Period based on or measured by income or receipts of the Company or imposed in connection with any sale or other transfer or assignment of property or any other specifically identifiable transaction or event shall be allocated between the Pre-Effective Period and the Post-Effective Period based on an interim closing of the books as of the end of the Closing Date, and (B) other Taxes for a Straddle Period not reasonably allocable pursuant to clause (i) above on a specific identification or interim closing basis (such as real or personal property Taxes) shall be allocated based upon a fraction, the numerator of which is the number of days in the Pre-Effective Period or Post-Effective Period, as applicable, included in such Straddle Period, as applicable, and the denominator of which is the number of days in such Straddle Period; *provided* that (x) exemptions, allowances, or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on the Closing Date and the period beginning after the Closing Date in proportion to the number of days in each period, and (y) in the case of Taxes in the form of interest or penalties, all such Taxes shall be treated as attributable to a Pre-Effective Period to the extent relating to a Tax for a Pre-Effective Period whether such items are incurred, accrued, assessed or similarly charged on, before or after the Closing Date. Any credits relating to a Straddle Period shall be taken into account as though the relevant taxable period ended on (and included) the Closing Date.

(iv) Without the prior written consent of Seller (which consent may be withheld (i) in its reasonable discretion to the extent relating at least in part to the portion of a Straddle Period beginning after the Closing Date, or (ii) in its sole discretion to the extent relating solely to a Pre-Effective Period) and except as contemplated by this Agreement (including, for the avoidance of doubt, the Section 338(h)(10) Elections or Section 7.3(d)), Buyer shall not, and shall not permit any of its Affiliates (including, after the Closing, the Company) to, (A) re-file, amend, or otherwise modify any Tax Return with respect to the Company relating in whole or in part to any Pre-Effective Period except to the extent required by Applicable Tax Law, (B) waive any statute of limitations in respect of Taxes or agree to the extension of time with respect to a Tax assessment or deficiency of the Company for any Pre-Effective Period, or (C) enter into any voluntary disclosure agreement or enroll in any voluntary disclosure program relating in whole or in part to any Pre-Effective Period. Buyer shall cause the Company to waive any carryback or other use from any taxable period beginning after the Closing Date, including any Post-Effective Period of a Straddle Period, to any Pre-Effective Period of any net operating loss, Tax credit, or other Tax attribute, to the extent permissible under Applicable Tax Law. Notwithstanding any provision of this Agreement to the contrary, Seller shall not be liable or responsible for, nor shall it be required to indemnify Buyer or the Company for, any Taxes arising out of, relating to, or resulting from any transactions or actions engaged in by the Company not in the ordinary course of business or taken solely by or at the direction of Buyer or any Affiliate of Buyer that occur on the Closing Date but after the Closing, and Buyer shall indemnify Seller and hold Seller harmless for any Tax or other Loss resulting solely (on a "but for" basis) from any such transaction (excluding, for the avoidance of doubt, as a result of the Section 338(h)(10) Elections). Without limiting the foregoing, Buyer and its Affiliates and Seller agree to report all such transactions utilizing the "next day rule" of Treasury Regulations Section 1.1502-76(b)(1)(ii)(B).

(b) Tax Record Retention. Seller, Buyer and the Company shall not, and shall cause their respective Affiliates and agents not to, dispose of (other than to Seller in the case of Buyer and/or the Company or to Buyer in the case of Seller) any books, records, Tax Returns, schedules, work papers, correspondence, or other material documents or information, whether in paper or electronic form, relating to the Taxes of the Company for any Pre-Effective Period ("Tax Records") prior to the expiration of the statute of limitations for such Tax Period. None of Buyer, the Company, or any of their Affiliates shall dispose of any such Tax Records during the five years following the expiration of the applicable statute of limitations unless it first offers in writing to Seller the right to take possession of such materials at Seller's expense and Seller fails to accept such offer within fifteen (15) days of the offer being made.

(c) Cooperation.

(i) Each of Seller, Buyer, and the Company shall, and shall cause their respective Affiliates and agents to, reasonably cooperate fully with each other and each other's agents, including legal counsel and accounting firms, in connection with Tax matters relating to the Company, including without limitation:

(A) preparing, signing and filing Tax Returns and reports with respect to the Company for any period (including but not limited to the preparation of any Tax package consistent with past practice);

(B) determining the Liability and amount of any Taxes due or the right to and amount of any refund of Taxes;

(C) examination of Tax Returns;

(D) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed.

(ii) Such cooperation shall include each Party making all information and documents in its possession relating to the Company available to the other Party; *provided, however*, that, notwithstanding any other provision in this Agreement, none of Buyer or any of its Affiliates shall have the right to obtain any information with respect to or regarding any Consolidated Returns, other than information solely regarding the Company. Any information obtained under this Section 7.3(c) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or with respect to any Tax Proceeding.

(iii) Each of the Parties will also make available to the other Party, as reasonably requested and available, personnel (including officers, directors, employees and agents) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes.

(d) Tax Controversies.

(i) Notification of Tax Proceedings. If after the Closing, Buyer or any of its Affiliates (including the Company), or if after the date of this Agreement Seller or any of its Affiliates, receives written notice of any Tax audit, examination or proceeding, the assessment of any Tax, a Tax due or any bill for collection of any Tax due, or the beginning or scheduling of any other administrative or judicial proceeding with respect to the determination, assessment or collection of any Tax that may be imposed on the Company related to (A) a Pre-Effective Period or (B) a Straddle Period (each, a "Tax Proceeding") for which Seller has or may reasonably be expected to have an indemnification obligation pursuant to Section 11.1 of this Agreement, the Party receiving such notice shall provide prompt notice in writing to the other Party of such matter, setting forth information describing any asserted Tax Liability in reasonable detail and including copies of any notice or other documentation received from the applicable Tax Authority with respect to such matter; *provided, however*, that a failure to give such notice will not affect Buyer's right to indemnification under this Article VII except to the extent such failure materially and adversely prejudices Seller's ability to defend against or mitigate Losses arising out of such Tax Proceeding.

(ii) Conduct of Tax Proceedings. Seller may at its election control (at Seller's sole expense) the contest of any Tax Proceeding relating to a Tax Period ending on or before the Closing Date; *provided, however*, (A) that Buyer (and its advisors) may fully participate at Buyer's sole expense in any such Tax Proceeding, and (B) Seller shall not concede, settle or compromise any such Tax Proceeding (or portion thereof) relating to any Post-Effective Period or in a manner that could reasonably be expected to adversely affect Buyer or the Company (or any of their Affiliates) after the Closing Date, in each case without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. The Company shall provide duly completed powers of attorney to permit the foregoing. Buyer shall control the contest of any Tax Proceeding relating to a Straddle Period; *provided, however*, (x) that Seller (and its advisors) may fully participate at Seller's sole expense in any such Tax Proceeding, and (y) Buyer shall not concede, settle or compromise any such Tax Proceeding (or portion thereof) relating to any Pre-Effective Period or in a manner that could reasonably be expected to result in an indemnification obligation pursuant to Section 11.1 of this Agreement, in each case without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Each Party shall keep the other Party fully and timely informed with respect to the commencement, status and nature of any Tax Proceeding which it elects to control. If Seller does not assume the defense of any Tax Proceeding which it is permitted to control pursuant to the foregoing, Buyer may control the contest of such Tax Proceeding; *provided* that (I) Seller shall be entitled to participate in such Tax Proceeding at its own expense, (II) Buyer shall keep Seller reasonably informed as to the status of such Tax Proceeding (including by providing copies of all notices received from the relevant Tax Authority) and Seller shall have the right to review and comment on any correspondence from Buyer to the relevant Tax Authority prior to submission of such correspondence to the Tax Authority, and (III) Buyer shall not concede, settle or compromise such Tax Proceeding without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) For purposes of clarity, and notwithstanding any other provision in this Agreement, none of Buyer, the Company, or any of their Affiliates shall have the right to (A) obtain any information with respect to or regarding any Consolidated Returns, other than information solely regarding the Company, or (B) control, participate in, obtain any information related to, or consent to any concession settlement, or compromise of any Tax Proceeding related to any combined, consolidated, unified, or similar Tax Returns that include the Seller or any of its Affiliates (other than the Company).

Section 7.4 Transfer Taxes. Any transfer, documentary, sales, use, stamp, registration, value added, real property, transfer, and other such Taxes (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement ("Transfer Taxes") shall be borne one-half by Buyer and one-half by Seller. Buyer shall prepare and timely file any Tax Returns required with respect to any such Transfer Taxes, and Seller shall reasonably cooperate with respect thereto as necessary, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes.

Section 7.5 Miscellaneous.

(a) Seller, Buyer and the Company and their respective Affiliates shall treat any and all payments under Section 2.4, this Article VII or Article XI as an adjustment to the Purchase Price for Tax purposes to the maximum extent permitted by Applicable Tax Law.

(b) All Tax Sharing Agreements (including for this purpose any such agreement or arrangement related to any affiliated, combined, consolidated, unitary, or similar group which includes Seller or any Affiliate of Seller (other than the Company) to which the Company is a party shall be terminated as of the Closing) and, after the Closing, the Company will not be bound by or have any liabilities under any such agreements (whether for the current year, a past year or a future year).

(c) To the extent of any inconsistencies between any provision of this Article VII and Article XI, the provisions of this Article VII shall control.

ARTICLE VIII
CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions, except as Buyer may waive the same in writing. Buyer may not rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure was due to the failure of Buyer to perform any of its obligations under this Agreement.

Section 8.1 Performance. Seller shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or satisfied by it on or prior to the Closing Date. Seller shall have delivered to Buyer a certificate dated as of the Closing Date and signed by an officer of Seller confirming the foregoing.

Section 8.2 Representations and Warranties. The representations and warranties of Seller set forth in this Agreement (other than the Seller Fundamental Representations) which are qualified by "materiality" or "Material Adverse Effect" or words of similar effect shall have been true and correct as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall have been true and correct as of such date). The representations and warranties of Seller set forth in this Agreement (other than the Seller Fundamental Representations) which are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall have been true and correct in all material respects as of such date). The Seller Fundamental Representations shall have been true and correct as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall have been true and correct as of such date), with only *de minimis* exceptions. Seller shall have delivered to Buyer a certificate dated as of the Closing Date and signed by an officer of Seller confirming the foregoing.

Section 8.3 Governmental Consents and Approvals. The consents and approvals from Governmental Authorities set forth on Annex I (any such consents and approvals, the "Required Regulatory Approvals") shall have been obtained, and all such Required Regulatory Approvals shall be subject to no Burdensome Condition applicable to the Company or Buyer.

Section 8.4 Insurance Licenses. Not more than seven (7) Insurance Licenses shall be subject to a Deficiency and there shall not be any Deficiencies relating to the Insurance Licenses for the States of California, New York or Florida.

Section 8.5 Certificates of Good Standing. Except in respect of any state that does not have a process for issuing Certificates of Good Standing (or any equivalent), Seller shall have delivered to Buyer certificates of good standing or certificates of compliance or any similar written statements or confirmations issued by the Insurance Regulatory Authority in each state for which the Company holds an Insurance License without a Deficiency as of the Closing Date (each, a "Certificate of Good Standing"), certifying that the Insurance License possessed by the Company with respect to such state is valid and in good standing and dated in each case as of a date no later than one (1) nor more than thirty (30) calendar days prior to the Closing Date. Seller shall have delivered to Buyer a certificate signed by a duly authorized officer of Seller attesting (a) as to the lines of business authorized pursuant to each such Insurance License (to the extent not listed on the face (whether the front or back) of such Insurance License) and (b) that to the Knowledge of Seller, no event has occurred since the date of each such Certificate of Good Standing that would reasonably be likely to result in the imposition of a Deficiency as of the Closing Date. With respect to any state that does not have a process for issuing Certificates of Good Standing (or any equivalent), Seller shall have delivered to Buyer a certificate signed by a duly authorized officer of Seller attesting (i) as to the lines of business authorized pursuant to each such Insurance License (to the extent not listed on the face (whether the front or back) of such Insurance License) in each such state and (ii) that the Insurance License possessed by the Company with respect to such state is valid and in good standing and not subject to a Deficiency.

Section 8.6 Seller Consents. All Seller Consents from third parties shall have been obtained and such Seller Consents shall be in full force and effect.

Section 8.7 Termination of Certain Agreements. Prior to the Closing Date, Seller shall have taken the actions contemplated by Section 6.11 of this Agreement with respect to the Intercompany Contracts and intercompany balances.

Section 8.8 Resignations. Each director and officer of the Company shall have executed and delivered, in form and substance satisfactory to Buyer, an unconditional resignation from his or her position as a director or officer of the Company, with such resignations to be effective as of the Closing Effective Time.

Section 8.9 No Litigation. No action or proceeding shall have been instituted by any Governmental Authority and remain pending, or shall be threatened to be instituted by any Governmental Authority, seeking to restrain, prohibit, enjoin or otherwise challenge the purchase and sale of the Shares.

Section 8.10 Delivery of Books and Records. Seller and the Company, on or immediately prior to the Closing Date, shall have delivered to Buyer the originals or copies of all Books and Records not then in the possession of the Company, *provided* that Seller shall be permitted to retain a complete copy of all Books and Records in paper, electronic or other form.

Section 8.11 Stock Certificates. Seller shall have delivered to Buyer one (1) or more stock certificate(s) representing all of the Shares, duly endorsed in blank (or accompanied by stock powers duly executed in blank).

Section 8.12 W-9. Seller shall have delivered to Buyer a duly executed and completed, by Seller, IRS Form W-9.

Section 8.13 Resolutions. Seller shall have delivered to Buyer resolutions of the board of directors of Seller, certified by the Secretary of Seller, approving and authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

Section 8.14 No Material Adverse Effect. There shall not have occurred between the date of this Agreement and the Closing Date, and be continuing, any Material Adverse Effect on the Company.

Section 8.15 IRS Form 8023. Seller shall have delivered to Buyer the Section 338(h)(10) Election Forms.

ARTICLE IX
CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions, except as Seller may waive the same in writing. Seller may not rely on the failure of any condition set forth in this Article IX to be satisfied if such failure was due to the failure of Seller to perform any of its obligations under this Agreement.

Section 9.1 Performance. Buyer shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or satisfied by it on or prior to the Closing Date. Buyer shall have delivered to Seller a certificate dated as of the Closing Date and signed by an officer of Buyer confirming the foregoing.

Section 9.2 Representations and Warranties. The representations and warranties of Buyer set forth in this Agreement (other than the Buyer Fundamental Representations) which are qualified by "materiality" or "Material Adverse Effect" or words of similar effect shall have been true and correct as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall have been true and correct as of such date). The representations and warranties of Buyer set forth in this Agreement (other than the Buyer Fundamental Representations) which are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such

representations and warranties shall have been true and correct in all material respects as of such date). The Buyer Fundamental Representations shall have been true and correct as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall have been true and correct as of such date), with only *de minimis* exceptions. Buyer shall have delivered to Seller a certificate dated as of the Closing Date and signed by an officer of Buyer confirming the foregoing.

Section 9.3 No Litigation. No action or proceeding shall have been instituted by any Governmental Authority and remain pending, or shall be threatened to be instituted by any Governmental Authority, seeking to restrain, prohibit, enjoin or otherwise challenge the purchase and sale of the Shares.

Section 9.4 Governmental Consents and Approvals. The Required Regulatory Approvals shall have been obtained and all such Required Regulatory Approvals shall be subject to no material Seller Conditions applicable to Seller or its Affiliates.

Section 9.5 Resolutions. Buyer shall have delivered to Seller resolutions of the board of directors of Buyer, certified by the Secretary of Buyer, approving and authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE X
TERMINATION AND SURVIVAL PERIODS

Section 10.1 Termination. This Agreement may be terminated by notice prior to the Closing as follows:

(a) At any time prior to the Closing Date, by mutual written consent of Seller and Buyer.

(b) By Buyer, if Seller, prior to the Closing, shall have breached or failed in any material respect to perform or comply with any of its representations, warranties, covenants or other agreements contained in this Agreement pursuant to the terms set forth herein, which breach or failure to perform or comply (i) would give rise to the failure of a condition set forth in Article VIII (absent a waiver of Buyer), and (ii) shall be incapable of being cured or, if capable of being cured, has not been cured by Seller on or prior to the earlier of (A) the Outside Date and (B) within thirty (30) days following receipt of written notice of such breach delivered by Buyer to Seller; *provided* that the right to terminate this Agreement under this Section 10.1(b) shall not be available to Buyer if Buyer is then in breach of this Agreement, which breach would result in the failure to satisfy any condition set forth in Article IX hereof;

(c) By Seller, if Buyer, prior to the Closing, shall have breached or failed in any material respect to perform or comply with any of its representations, warranties, covenants or other agreements contained in this Agreement pursuant to the terms set forth herein, which breach or failure to perform or comply (i) would give rise to the failure of a condition set forth in Article IX (absent a waiver of Seller), and (ii) shall be incapable of

being cured or, if capable of being cured, has not been cured by Buyer on or prior to the earlier of (A) the Outside Date and (B) within thirty (30) days following receipt of written notice of such breach delivered by Seller to Buyer; *provided* that the right to terminate this Agreement under this Section 10.1(c) shall not be available to Seller if Seller is then in breach of this Agreement, which breach would result in the failure to satisfy any condition set forth in Article VIII hereof;

(d) By either Buyer or Seller in the event that any Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the purchase and sale of the Shares and such order, decree, ruling or other action shall have become final and nonappealable; or

(e) by Seller or Buyer if without fault of the terminating party, the Closing shall not have occurred on or before September 30, 2022 (the "Outside Date"); *provided, however*, that if the Closing Date has not occurred due solely to the failure of the conditions to Closing set forth in Section 8.3 and Section 9.4 to be satisfied, either Seller or Buyer may extend the Outside Date for an additional sixty (60) days (such extended Outside Date shall be the "Outside Date" for all purposes under this Agreement); *provided further*, that in no case shall the right to terminate this Agreement under this Section 10.1(e) be available to Seller or Buyer, as applicable, if such party's failure to fulfill any of its obligations hereunder materially contributed to the Closing failing to occur on or before such day.

Section 10.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 10.1, (i) this Agreement shall forthwith become void and there shall be no Liability on the part of the Parties hereto (A) except as set forth in Section 6.7 (*Public Announcements*), Section 12.4 (*Confidentiality*), Section 12.5 (*Expenses*) and Section 12.7 (*Governing Law; Venue; Waiver of Jury Trial*) and (B) except that nothing herein shall relieve any Party from Liability for any fraud or intentional and material breach of this Agreement which occurs upon or prior to the termination of this Agreement; and (ii) 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 Authority or other Person to which made.

Section 10.3 Survival of Provisions; Remedies.

(a) The representations and warranties respectively made by Seller and Buyer in this Agreement will survive the Closing of this Agreement for a period of eighteen (18) months from the Closing Date, except that (i) Seller Fundamental Representations and the Buyer Fundamental Representations shall survive indefinitely (or for the maximum period provided under Applicable Law), and (ii) notwithstanding such preceding clause (i), the representations and warranties set forth in Section 4.18 (*Taxes*) shall survive until sixty (60) days after the expiration of the applicable statute of limitations period (including extensions thereto) for any claims made in respect of the matters referred to therein. For purposes of this Agreement, the relevant survival periods set forth in this Section 10.3(a) shall be referred to collectively as the "Survival Period."

(b) All covenants and agreements made by the Parties in this Agreement which contemplate performance after the Closing Date, and all covenants which were to be

performed prior to the Closing Date but which were not so performed, shall survive the Closing Date in accordance with their respective terms until sixty (60) days after the date on which such covenant is fully performed, except that all covenants and agreements set forth in Article VII shall survive until sixty (60) days after the expiration of the applicable statute of limitations period (including extensions thereto) for any claims made in respect of the matters referred to therein. All other covenants and agreements shall not survive the Closing Date and shall terminate as of the Closing.

(c) Notice with respect to any claim in respect of any inaccuracy in or breach of any representation, warranty, covenant or agreement shall be in writing, shall state specifically the particulars of any inaccuracy or breach, and shall be delivered to the Party against which such claim is asserted no later than the applicable Survival Period. Any representation or warranty shall survive the time it would otherwise terminate pursuant to this Section 10.3 to the extent that the Party claiming indemnification for such breach shall have delivered to the other Party written notice setting forth with reasonable specificity the basis of such claim prior to the applicable Survival Period; *provided*, that after the delivery of any such notice, the Party claiming indemnification shall expeditiously pursue the resolution of such claim. Notice of any claim in respect of any inaccuracy in or breach of any representation, warranty, covenant or agreement delivered after the applicable Survival Period shall not be eligible for indemnification pursuant to Article XI.

ARTICLE XI
INDEMNIFICATION

Section 11.1 Indemnifiable Claims.

(a) Except as set forth in Article VII, and subject to the limitations on survivability set forth in Section 10.3 of this Agreement and to the limitations set forth in this Article XI, from and after the Closing, Seller will and hereby does indemnify and hold Buyer and any Affiliate of Buyer (which, after the Closing, shall include the Company) and their respective Representatives, Affiliates, successors and assigns harmless from and against any and all Liability, claim, loss, cost, damage or expense whatsoever (including, without limitation, reasonable attorneys' fees and expenses) ("Loss" and/or "Losses") resulting from or arising out of:

(i) any breach of any representation or warranty of Seller contained herein;

(ii) any breach of any covenant or obligation of Seller contained herein;

(iii) (A) Taxes imposed on or with respect to the Company for any Pre-Effective Period; (B) Taxes of any Person (other than the Company) for which the Company is liable by reason of Treasury Regulations Section 1.1502-6, or any corresponding or similar state, local or foreign provision, by virtue of having been a member of any affiliated, consolidated, combined, or unitary group on or prior to the Closing Date; (C) Taxes of any Person imposed on the Company as a transferee or successor, by Contract (excluding for this purpose, Contracts entered into in the ordinary

course of business the primary purpose of which is not related to Taxes) or by operation of Applicable Tax Law, in each case, which Taxes relate to any event or transactions occurring before the Closing; (D) Taxes of Seller or any of its Affiliates (other than Taxes of the Company); (E) any Transfer Taxes that are the responsibility of Seller pursuant to Section 7.4; and (F) any income Taxes imposed on the Company as a result of the transaction contemplated by this Agreement, including Section 338(h)(10) Election Taxes, excluding in the case of any of such clauses (A) through (F), any Redomestication Tax;

(iv) any breach of any pre-Closing covenant or obligation of the Company contained herein; or

(v) any fraud or intentional and material breach on the part of Seller;

(vi) the actions or proceedings that are set forth on Schedule 4.15; and

(vii) Any Losses in excess of the aggregate amount of the applicable line items in the Closing Balance Sheet (as set forth in the Purchase Price Adjustment Report as finally determined by the Parties) that represent the gross reserves carried by the Company in respect of the Policies (including the Reinsurance Agreements), as applicable; provided that, in all cases Buyer shall, and shall cause the Company to, administer the Policies consistent with the Company's past practices in all material respects and take no action to terminate the Travelers Agreements.

(b) Subject to the limitations on survivability set forth in Section 10.3 and to the limitations set forth in this Article XI, from and after the Closing, Buyer will and hereby does indemnify and hold Seller and any Affiliate of Seller and their respective Representatives, Affiliates, successors and assigns harmless from and against any and all Losses resulting from or arising out of:

(i) any breach of any representation or warranty of Buyer contained herein;

(ii) any breach of any covenant or obligation of Buyer contained herein;

(iii) any breach of any post-Closing covenant or obligation of the Company contained herein;

(iv) any fraud or intentional and material breach on the part of Buyer;

(v) any Liability in connection with the approval, preparation or submission, or the participation in the approval, preparation or submission, of Accommodation Filings to Governmental Authorities; or

(vi) any Liability or out-of-pocket expense incurred in consummating the Redomestication, including any additional Tax imposed on the Seller, the Company, or any Affiliate thereof with respect to a Pre-Effective Period resulting solely from the Redomestication (measured as the excess, if any, of (i) the Tax imposed as a result of or in connection with the consummation of the transactions contemplated by this Agreement ,

including the Redomestication, over (ii) the Tax that would have been so imposed if the Redomestication had not occurred) (the "Redomestication Tax").

(c) Except as provided in Section 10.3(c), no Party shall be required to indemnify any Person pursuant to this Article XI if the claim for indemnification is delivered after the applicable Survival Period.

Section 11.2 Notice of Claim.

(a) If any Party believes it has incurred or may incur Losses for which a claim for indemnification may be asserted against the other Parties under this Article XI, or if any action or proceeding is brought against any Party entitled to indemnification from the other Parties pursuant to this Article XI (in either case, an "Indemnifiable Claim"), then the Party seeking indemnification (the "Claimant") shall notify promptly, if the Claimant is making a claim pursuant to Section 11.1(a), Seller, or if the Claimant is making a claim pursuant to Section 11.1(b), Buyer (such notified Party, the "Indemnifying Party") in writing of such Losses the Claimant believes it has incurred or may incur, or of the commencement of such action or proceeding against it, as applicable (but the failure so to notify shall not relieve the Indemnifying Party from any Liability the Indemnifying Party may have except to the extent such failure actually prejudices the Indemnifying Party). Such notice by the Claimant will describe the claim in reasonable detail, will include copies of all available material written evidence thereof and will indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Claimant resulting from such claim. The obligations and Liabilities of the Parties under this Article XI with respect to Losses arising from any third-party claims shall be governed by and contingent upon the following additional terms and conditions.

(b) Unless otherwise agreed to by the Claimant, the Indemnifying Party shall assume and direct the defense of such action or proceeding, including the employment of counsel, and all fees, costs and expenses incurred in connection with defending or settling the Indemnifiable Claim shall be borne solely by the Indemnifying Party; *provided, however*, that such counsel shall be satisfactory to the Claimant in the exercise of its reasonable judgment and that the Indemnifying Party shall not compromise or settle any claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party's assumption of the defense of such action or proceeding shall conclusively establish Claimant's right to indemnification hereunder in respect of the claim. If the Indemnifying Party shall undertake to compromise or defend any such asserted Liability, they shall promptly notify the Claimant of their intention to do so, and the Claimant agrees to cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such asserted Liability. Notwithstanding an election by the Indemnifying Party to assume the defense of such action or proceeding, the Claimant shall have the right to employ separate counsel and to participate in the defense of such action or proceeding, and the Indemnifying Party shall bear the reasonable fees, costs and expenses of such separate counsel (and shall pay such fees, costs and expenses at least quarterly), if: (i) the use of counsel chosen by the Indemnifying Party to represent the Claimant would present such counsel with a conflict of interest; (ii) the defendants in, or targets of, any such action or proceeding include both a Claimant and an Indemnifying Party, and the Claimant

shall have reasonably concluded that there may be legal defenses available to it or to other Claimants which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action or proceeding on behalf of the Claimant); or (iii) the Indemnifying Party shall authorize the Claimant to employ separate counsel at the expense of the Indemnifying Party. All costs and expenses incurred in connection with a Claimant's cooperation shall be borne by the Indemnifying Party. In any event, the Claimant shall have the right at its own expense to participate in the defense of such asserted Liability.

(c) If the Claimant has a right to control the defense of the claim pursuant to Section 11.2(b) and has notified the Indemnifying Party that it elects to control the defense of such claim, then the Claimant shall defend, and be reimbursed for its Losses in regard to, such claim with counsel selected by the Claimant (who shall be reasonably satisfactory to the Indemnifying Party). In such circumstances, the Claimant shall at all times take commercially reasonable actions to diligently and promptly pursue the resolution of such claim; *provided, however*, that the Claimant may not enter into any compromise or settlement of such claim if indemnification is to be sought hereunder, without the Indemnifying Party's consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnifying Party, directly or through counsel of its choice, may participate in, but not control, any defense or settlement controlled by the Claimant pursuant to this Section 11.2(c), and the Indemnifying Party shall bear its own costs and expenses with respect to such participation.

(d) For the avoidance of doubt, Section 7.3(d) (and not this Section 11.2) shall apply in respect of Tax Proceedings.

Section 11.3 Limits on Indemnification.

(a) No Party shall have the right to seek indemnification under Section 11.1(a)(i), Section 11.1(a)(vi), Section 11.1(a)(vii), Section 11.1(b)(i) or Section 11.1(b)(v) of this Agreement from the other Parties until Losses which would otherwise be indemnifiable by the Indemnifying Party hereunder exceeds seventy-five thousand dollars ($75,000) in the aggregate (the "Basket"), at which time the Party seeking indemnification shall be entitled to indemnification for the full extent of all such Losses (including, for the avoidance of doubt, the first $75,000 of such Losses) as provided herein.

(b) No Party shall have the right to seek indemnification under Section 11.1(a)(i) or Section 11.1(b)(i) of this Agreement from the other Parties in excess of one million and three hundred thousand dollars ($1,300,000) (the "Rep Breach Cap"). No Party shall have the right to seek indemnification under Section 11.1(a)(vii) from the other Parties in excess of one million dollars ($1,000,000) (the "Excess Loss Cap").

(c) In no event shall the Basket apply to Losses in connection with, arising out of or resulting from:

(i) breaches of the representations and warranties under Section 4.1 (*Organization*), Section 4.2 (*Authority*), Section 4.3 (*Capitalization*), Section 4.16(i) (*No*

Conflict), Section 4.18 (*Taxes*), or Section 4.23 (*Brokers or Finders*) (the "Seller Fundamental Representations"); or

(ii) breaches of the representations and warranties under Section 5.1 (*Organization*), Section 5.2 (*Authority*), or Section 5.6 (*Brokers or Finders*) (the "Buyer Fundamental Representations"); or

(iii) any subsection of Section 11.1(a) or Section 11.1(b) other than Section 11.1(a)(i), Section 11.1(a)(vi), Section 11.1(a)(vii), Section 11.1(b)(i) and Section 11.1(b)(v).

(d) In no event shall the Rep Breach Cap apply to Losses in connection with, arising out of or resulting from:

(i) breaches of the Seller Fundamental Representations;

(ii) breaches of the Buyer Fundamental Representations; or

(iii) any subsection of Section 11.1(a) or Section 11.1(b), other than Section 11.1(a)(i) and Section 11.1(b)(i).

(e) In no event shall the Excess Loss Cap apply to Losses in connection with, arising out of or resulting from:

(i) breaches of the Seller Fundamental Representations;

(ii) beaches of the Buyer Fundamental Representations; or

(iii) any subsection of Section 11.1(a) or Section 11.1(b), other than Section 11.1(a)(vii).

(f) No Party shall have the right to seek indemnification under Section 11.1 of this Agreement from the other Parties for items reflected in the calculation of the Final Surplus Amount.

Section 11.4 Cooperation. The Parties shall cooperate with each other with respect to resolving any claim or Liability with respect to which one Party is obligated to indemnify the other Party hereunder. Except as otherwise provided herein, all costs and expenses incurred in connection with a Claimant's cooperation shall be borne by the Indemnifying Party.

Section 11.5 Indemnification Payments and Other Indemnification Provisions.

(a) Any payment required to be made under this Article XI shall be made by wire transfer of immediately available funds to such account or accounts as the Claimant shall designate to the Indemnifying Party in writing; *provided*, *however*, that, such payments shall be made, without duplication or double-counting, only to Buyer or Seller, respectively. Except with respect to Taxes, each Claimant shall be obligated to use commercially reasonable efforts to mitigate to the extent reasonably practicable the amount of any Losses

for which it is entitled to seek indemnification hereunder solely to the extent reasonably directed by Seller, and subject to ongoing reimbursement by the Indemnifying Party of any costs and expenses relating thereto, it being agreed that any and all costs and expenses incurred by the Claimant in connection with such mitigation shall be an indemnifiable Loss hereunder.

(b) Upon making any indemnification payment, the Indemnifying Party will, to the extent of such payment, be subrogated to all rights of the Claimant against any third party in respect of the Loss to which the payment relates; *provided*, *however*, that until the Claimant recovers full payment of its Loss, any and all claims of the Indemnifying Party against any such third party on account of said payment are hereby made expressly subordinated and subjected in right of payment to the Claimant's rights against such third party. Without limiting the generality of any other provision hereof, each such Claimant and Indemnifying Party will duly execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

(c) The amount of any Losses sustained by the Claimant and owed by the Indemnifying Party shall be reduced by any amount received by such Claimant with respect thereto under any insurance or reinsurance coverage or from any other party alleged to be responsible therefor (net of any costs incurred by Claimant in connection with Claimant seeking any such insurance or reinsurance coverage or third party indemnity). The Claimant shall use commercially reasonable efforts to collect any amounts available under such insurance or reinsurance coverage and from such other party alleged to have responsibility. If the Claimant receives an amount under insurance or reinsurance coverage or from such other party with respect to Losses for which the Indemnifying Party has previously paid the Claimant pursuant to this Article XI, then such Claimant shall promptly reimburse the Indemnifying Party for such indemnification payment previously paid by the Indemnifying Party up to the actual amount of insurance or reinsurance proceeds so received by the Claimant. Any indemnification payments recoverable by the Claimant pursuant to this Article XI shall be inclusive of any increase in insurance premiums or expenses directly relating to the receipt of any received payments.

(d) All indemnification payments under this Article XI shall be deemed adjustments to the Purchase Price for Tax purposes to the maximum extent permitted by Applicable Tax Law.

(e) For the purposes of determining any inaccuracy in or breach of any representation or warranty and the amount of Losses resulting from, arising out of, relating to or caused by any breach of representation or warranty, all of the representations and warranties set forth in this Agreement that are qualified as to "materiality", "Material Adverse Effect" or other forms or uses of the word "material" shall be deemed to have been made without any such qualification.

Section 11.6 Exclusive Remedy. Except as provided in Article VII, from and after the Closing, the rights set forth under this Article XI shall be the sole and exclusive remedy of the Parties (and their respective Representatives, Affiliates, successors and assigns) based on, attributable to or resulting from (i) any misrepresentation or the breach or inaccuracy of any representation or

warranty contained in this Agreement or (ii) any other act, omission or course of dealing by any of the Parties in connection with the transactions contemplated hereby, in any such case, arising solely under this Agreement, Applicable Law or otherwise. Nothing set forth in this Article XI shall be deemed to prohibit or limit any Party's right at any time on or after the Closing Date to seek legal, injunctive or equitable relief for the failure of any other Party to perform any covenant or agreement contained herein or to seek any other relief based upon fraud or intentional and material breach.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given to a party upon receipt by such party at the following addresses (or at such other address for a party as shall be specified by like notice) delivered personally, sent by electronic mail or facsimile transmission (with electronic mail or sent confirmation received and facsimile followed by hard copy sent by mail (postage prepaid) or by overnight courier (charges prepaid)), sent by certified, registered or express mail (postage prepaid) or sent overnight by reputable express courier (charges prepaid):

if to Seller or Parent:

AHP Holdings, Inc.
151 Farmington Avenue, RW61
Hartford, CT 06156
Attention: Edward C. Lee
Email: Leee1@aetna.com

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

Locke Lord LLP
111 South Wacker Drive
Suite 4100
Chicago, IL 60606
Attention: Benjamin Sykes, Esq.
Email: Bsykes@lockelord.com

if to Buyer:

Continental Casualty Company
151 North Franklin Street
Chicago, IL 60606
Attention: Ciaran O'Loughlin
Email: Ciaran.OLoughlin@cna.com

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West

New York, NY 10001
Attention: Christopher J. Ulery
Elena M. Coyle
Email: Chris.Ulery@skadden.com
Elena.Coyle@skadden.com

Section 12.2 Entire Agreement. This Agreement (including the Schedules and Annexes hereto) contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements, written or oral, with respect thereto.

Section 12.3 Waivers and Amendments. No term or condition of this Agreement may be waived except by a written waiver signed by the Party waiving compliance. This Agreement may be amended or modified only by a written instrument signed by each of the Parties. 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 hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 12.4 Confidentiality.

(a) During the period between the date of this Agreement and the Closing Date, all Confidential Data furnished by Seller or the Company or Parent, on the one hand, or Buyer, on the other hand, to each other pursuant to that certain Confidentiality and Nondisclosure Agreement, dated June 14, 2021, between Buyer and CVS Pharmacy, Inc. in connection with the transactions contemplated by this Agreement shall: (i) remain and be deemed to be the exclusive property of the Party furnishing the Confidential Data; (ii) be held in strict confidence by the other Party, except to the extent that such information (a) is publicly available prior to the time of such disclosure, (b) becomes publicly available as a result of actions by Persons other than the Party receiving such information, or (c) is obtained by the Party receiving such information either prior or subsequent to disclosure from a third party not known by the receiving party to be under any obligation of confidentiality with respect thereto; and (iii) not be used by such other Party for any purpose other than consummating the transactions contemplated by this Agreement and obtaining the Approvals for such transactions.

(b) In the event that the transactions contemplated by this Agreement are not consummated, each Party shall, at its election, return all or certify that it has destroyed all Confidential Data in its possession which is deemed to be the exclusive property of the other Party, together with all copies thereof, and shall continue to hold such Confidential Data in strict confidence and not use such Confidential Data for any purpose whatsoever.

(c) From and after the Closing: (i) Seller and Parent, on the one hand, and Buyer, on the other hand, shall, and shall cause their respective Affiliates and Representatives to, maintain in confidence matters related to the performance of their respective obligations under this Agreement and any written, oral or other information related to the negotiation hereof, (ii) Seller shall, and shall cause its Affiliates and representatives to, maintain in confidence any written, oral or other information relating to

the Company (including the Books and Records) obtained by virtue of Seller's ownership of the Company prior to the Closing and (iii) Buyer shall, and shall cause its Affiliates and representatives to, maintain in confidence any written, oral or other information of or relating to Seller and its Affiliates (other than information relating to the Company) obtained by virtue of Buyer's ownership of the Company from and after the Closing, except, in each case, (a) to the extent that the applicable Party is required to disclose such information by judicial or administrative process, (B) pursuant to any request or requirement of any Governmental Authority having jurisdiction over such Party or its Affiliates or pursuant to Applicable Law, (C) to enforce its rights and remedies under this Agreement or (D) such information can be shown to have been in the public domain through no fault of the applicable Party.

Section 12.5 Expenses. Except as otherwise expressly provided herein, each Party shall bear all of the legal, accounting and other costs and expenses of any nature incurred by it in connection with this Agreement and the consummation of the transactions contemplated hereby, whether or not this Agreement is consummated or terminated.

Section 12.6 Further Actions. At any time and from time to time, each Party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

Section 12.7 Governing Law; Venue; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arising out of or relating to this Agreement or the negotiation, execution and delivery or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) shall be governed by and construed in accordance with the laws of the State of New York, without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction. Each Party hereby irrevocably and unconditionally consents and agrees that the federal courts of the United States of America or the courts of the State of New York, in each case located in the Borough of Manhattan, shall have exclusive jurisdiction and venue to hear and determine any claims or disputes among the Parties pertaining to, arising out of, or relating to this Agreement or the transactions contemplated hereby (and each Party agrees not to commence any action, suit or proceeding relating thereto except in such court). Each Party waives any objection based upon lack of personal jurisdiction, improper venue or *forum non conveniens* agrees that a final judgment in any such claim or dispute shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(b) EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS

CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NONE OF THE OTHER PARTIES NOR THEIR REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH OF THE PARTIES UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH OF THE PARTIES MAKES THIS WAIVER VOLUNTARILY AND (D) EACH OF THE PARTIES HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 12.7(b). ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 12.8 Assignment. None of the Parties may assign its rights and obligations hereunder without the written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed; *provided* that Buyer may, without the written consent of Seller prior to the date Buyer files the Form A pursuant to Section 6.6 hereof, assign all or part of its rights and obligations under this Agreement to an Affiliate; *provided further* that no such assignment shall relieve Buyer of its obligations hereunder. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 12.9 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 counterpart has been signed by each Party and delivered to the other Parties. Each counterpart may be delivered by facsimile transmission or e-mail (as a .pdf, .tif or similar uneditable attachment), which transmission shall be deemed delivery of an originally executed counterpart hereof.

Section 12.10 Schedules and Annexes. The Schedules and the Annexes hereto are a part of this Agreement as if set forth in full herein. The Parties acknowledge and agree that any information set forth in any Schedule of the Buyer Disclosure Schedules or the Seller Disclosure Schedules, as applicable, will be deemed to apply to and qualify each Section or subsection of this Agreement to which it corresponds and each other Section or subsection of this Agreement to the extent that it is reasonably apparent from a reading of such information that it is relevant to such other Section or subsection of this Agreement. Certain information set forth in the Schedules is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement, and the disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made by Seller or Buyer, as the case may be, in this Agreement or that it is material, nor shall the inclusion of such information be deemed to establish a standard of materiality.

Section 12.11 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Section 12.12 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this

Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 12.13 No Third-Party Beneficiaries. Except as specified in Article XI, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 12.14 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption of burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulation promulgated thereunder, unless the context requires otherwise. Unless the context of this Agreement otherwise requires, (i) words using the singular or plural number will also include the plural or singular number, respectively, (ii) the terms hereof, herein, hereby, and derivative or similar words will refer to this entire Agreement, (iii) the terms "include, includes and including" shall be deemed to be followed by the words without limitation, (iv) the term state or states shall be deemed to include the District of Columbia, (v) the word "will" shall be construed to have the same meaning and effect as the word "shall", and (vi) any statement that a document has been "delivered," "provided" or "made available" to Buyer means that such document has been uploaded to the virtual data room or transmitted to Buyer's counsel.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, each of the Parties has caused this Stock Purchase Agreement to be executed on its behalf by its duly authorized officer, all as of the date first above written.

CONTINENTAL CASUALTY COMPANY

DocuSigned by:

By: Larry Haefner
604AF6F57D7147D...
Name: Larry Haefner
Title: Interim Chief Financial Officer

AHP HOLDINGS, INC.

By: _____
Name:
Title:

CVS PHARMACY, INC.

(SOLELY FOR PURPOSES OF SECTION 6.18)

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Parties has caused this Stock Purchase Agreement to be executed on its behalf by its duly authorized officer, all as of the date first above written.

CONTINENTAL CASUALTY COMPANY

By:_____
Name:
Title:

AHP HOLDINGS, INC.

By:_____
Name: Edward C. Lee
Title: President

CVS PHARMACY, INC.

(SOLELY FOR PURPOSES OF SECTION 6.18)

By:_____
Name: Thomas S. Moffatt
Title: Vice President and Corporate Secretary