

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

**SCOTTISH HOLDINGS, INC., et al.,**  
Debtors.<sup>1</sup>

Chapter 11

Case No. 18-10160 (LSS)

Jointly Administered

**RE: D.I. 381**

**NOTICE OF FILING OF PLAN SUPPLEMENT FOR SECOND AMENDED JOINT  
CHAPTER 11 PLAN OF REORGANIZATION OF SCOTTISH HOLDINGS, INC., AND  
SCOTTISH ANNUITY & LIFE INSURANCE COMPANY (CAYMAN) LTD.**

**PLEASE TAKE NOTICE THAT** the above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby file this Plan Supplement for the *Second Amended Joint Chapter 11 Plan of Reorganization of Scottish Holdings, Inc. and Scottish Annuity & Life Insurance Company (Cayman) Ltd.* [D.I. 381] (as it may be further amended, modified or supplemented from time to time and together with all exhibits, schedules and supplements thereto, the “Plan”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** this Plan Supplement includes the current drafts of the following documents, as may be modified, amended, or supplemented from time to time:

**Exhibit A** – New Equity Notice

**Exhibit B** – Forms of New Corporate Governance Documents

**Exhibit C** – Form of Stockholders Agreement

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<sup>1</sup> The Debtors, along with the last four digits of their federal tax identification numbers, are as follows: Scottish Holdings, Inc. (4408) and Scottish Annuity & Life Insurance Company (Cayman) Ltd. (3285). The Debtors’ mailing address for purposes of these Chapter 11 Cases is 14120 Ballantyne Corporate Place, Suite 300, Charlotte, NC 28277.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Plan.

**Exhibit D** – Disclosure of Identities of Directors and Officers of the Reorganized Debtors

**Exhibit E** – Disclosure of Identities and Nature of Compensation of Insiders that Will Be Employed or Retained by the Reorganized Debtors

**Exhibit F** – Rejection Schedule

**Exhibit G** – Form of Distribution Trust Agreement

**Exhibit H** – Disclosure of Identity and Compensation Terms for Distribution Trustee

**PLEASE TAKE FURTHER NOTICE THAT** the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors reserve the right to alter, amend, modify, or supplement any document in the Plan Supplement; provided that if any document in the Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the entry of the Confirmation Order, the Debtors will file a blackline of such document with the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing to consider confirmation of the Plan currently is scheduled for **August 22, 2018, at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, United States Bankruptcy Court, District of Delaware, 824 North Market Street, Wilmington, Delaware 19801.

**PLEASE TAKE FURTHER NOTICE THAT** objections to confirmation of the Plan, including objections to any Plan Supplement Materials, must: (i) be in writing; (ii) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (iii) state with particularity the basis and nature of any objections to confirmation of the Plan; and (iv) be filed with the Court and served on: (i) the Debtors, 14120 Ballantyne Corporate

Place, Suite 300, Charlotte, NC 28277 (Attn: Gregg Klingenberg); (ii) co-counsel to the Debtors, (a) Hogan Lovells US LLP, 875 Third Avenue, New York, NY 10022 (Attn: Peter Ivanick) and (b) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Eric D. Schwartz, Gregory W. Werkheiser, and Matthew B. Harvey); (iii) counsel to the Purchaser, (a) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Stephen Zide and Anupama Yerramalli), and (b) Potter Anderson Corroon LLP, Hercules Plaza, 1313 N. Market Street, 6th Fl., P.O. Box 951, Wilmington, Delaware 19801 (Attn: Jeremy W. Ryan, and R. Stephen McNeill); (iv) counsel to the Committee, (a) Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 Market Street, P.O. Box 1709, Wilmington, DE 19899-1709 (Attn: David M. Fournier and John H. Schanne II), and (b) Pepper Hamilton LLP, The New York Times Building, 37<sup>th</sup> Floor, 620 Eighth Avenue, New York, New York 10018-1405 (Attn: H. Peter Haveles, Jr.); and (v) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801 (Attn: Timothy J. Fox, Jr.), so that they are received no later than **4:00 p.m. (prevailing Eastern Time) on August 10, 2018.**

[CONTINUED ON NEXT PAGE]

**PLEASE TAKE FURTHER NOTICE THAT** copies of the Plan, the Disclosure Statement, the Plan Supplement, and any further information regarding these chapter 11 cases are available for inspection at the Bankruptcy Court's website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov), or free of charge on a web page maintained by the Debtors for restructuring information at <http://www.scottishre.com/chapter11info>.

Dated: August 1, 2018  
Wilmington, Delaware

**MORRIS, NICHOLS, ARSHT & TUNNELL LLP**

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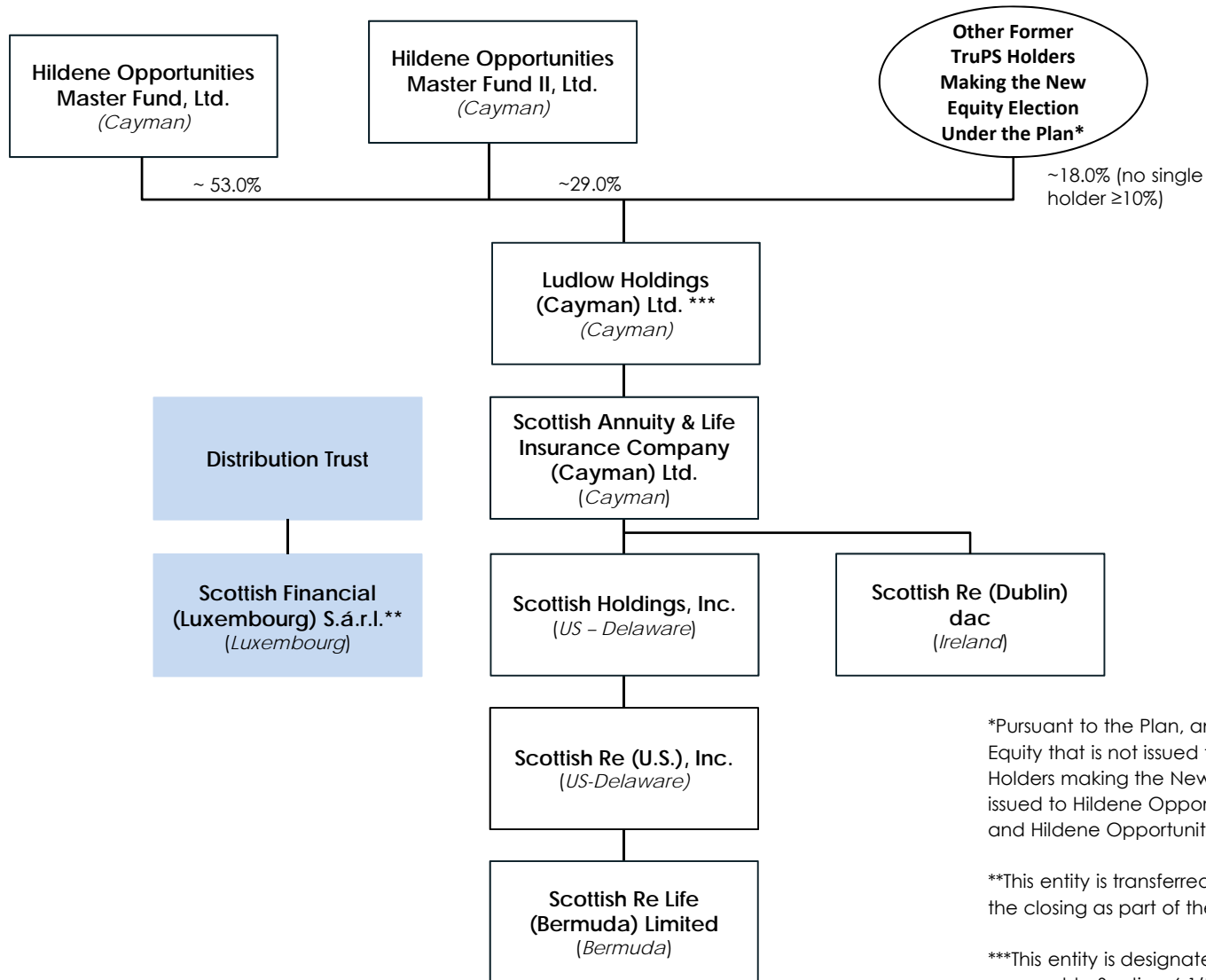
**Exhibit A**

**Section 6.1(f) Notice Regarding New Equity Issuance and Distribution**

Purchaser has directed, pursuant to Section 9.4 of the Stock Purchase Agreement and Section 6.1(f) of the Plan, that New Equity will be issued by New Holdco, rather than Reorganized SALIC. Additionally, Purchaser has identified Ludlow Holdings (Cayman) Ltd., an exempted company limited by shares incorporated and existing under Cayman Law, as New Holdco for purposes of Section 6.1(f) of the Plan. A post-closing organizational chart that identifies New Holdco within the broader Scottish Re organizational structure is annexed hereto.

Dated: August 1, 2018

# Post-Closing Structure



\*Pursuant to the Plan, any portion of the New Equity that is not issued to Other Former TruPS Holders making the New Equity Election will be issued to Hildene Opportunities Master Fund, Ltd. and Hildene Opportunities Master Fund II, Ltd.

\*\*This entity is transferred to the Distribution Trust at the closing as part of the Plan.

\*\*\*This entity is designated as New Holdco pursuant to Section 6.1(f) of the Plan.

**Exhibit B**

**Forms of New Corporate Governance Documents**

New Holdco:

Annex B-1 - Form of the Companies Law (As Amended) Company Limited by Shares Amended and Restated Memorandum of Association of Ludlow Holdings (Cayman) Ltd.

Annex B-2 - Form of the Companies Law (As Amended) Company Limited by Shares Amended and Restated Articles of Association of Ludlow Holdings (Cayman) Ltd.

Reorganized SALIC: No material changes to the organizational documents for Reorganized SALIC are anticipated as of the date hereof.

Reorganized SHI: No material changes to the organizational documents for Reorganized SHI are anticipated as of the date hereof.

Dated: August 1, 2018

**Annex B-1**

Form of the Companies Law (As Amended) Company Limited by Shares Amended and Restated  
Memorandum of Association of Ludlow Holdings (Cayman) Ltd.



DRAFT OF AUGUST 1, 2018  
SUBJECT TO CHANGE

**THE COMPANIES LAW (AS AMENDED)**  
**COMPANY LIMITED BY SHARES**  
**AMENDED AND RESTATED**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**LUDLOW HOLDINGS (CAYMAN) LTD.**  
**(AMENDED BY SPECIAL RESOLUTION DATED [ ] 2018)**



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**REF: SD/CB/H3222-152276**

**THE COMPANIES LAW (AS AMENDED)**  
**COMPANY LIMITED BY SHARES**  
**AMENDED AND RESTATED**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**LUDLOW HOLDINGS (CAYMAN) LTD.**  
**(AMENDED BY SPECIAL RESOLUTION DATED [ ] 2018)**

1. The name of the company is Ludlow Holdings (Cayman) Ltd. (the "**Company**").<sup>1</sup>
2. The registered office of the Company will be situated at the offices of Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands or at such other location as the Directors may from time to time determine.
3. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by any law as provided by Section 7(4) of the Companies Law (as amended) of the Cayman Islands (the "**Companies Law**").
4. The Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit as provided by Section 27(2) of the Companies Law.
5. The Company will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this section shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
6. The liability of the shareholders of the Company is limited to the amount, if any, unpaid on the shares respectively held by them.
7. <sup>2</sup>The capital of the company is **US\$**[ ] divided into [ ] shares with a nominal or par value of **US\$**[ ] provided always that subject to the Companies Law and the Articles of Association the Company shall have power to redeem or purchase any of its shares and to sub-divide or consolidate the said shares or any of them and to issue all or any part of its capital whether original, redeemed, increased or reduced with or without any preference, priority, special privilege or other rights or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise

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<sup>1</sup> To be updated at closing to reflect new name (Ludlow Re Holdings (Cayman) Ltd.)

<sup>2</sup> Share capital TBD prior to closing based on election and other factors.

expressly provide every issue of shares whether stated to be ordinary, preference or otherwise shall be subject to the powers on the part of the Company hereinbefore provided.

8. The Company may exercise the power contained in Section 206 of the Companies Law to deregister in the Cayman Islands and be registered by way of continuation in some other jurisdiction.

**Annex B-2**

Form of the Companies Law (As Amended) Company Limited by Shares Amended and Restated  
Articles of Association of Ludlow Holdings (Cayman) Ltd.

**THE COMPANIES LAW (AS AMENDED)**  
**COMPANY LIMITED BY SHARES**  
**AMENDED AND RESTATED**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**LUDLOW HOLDINGS (CAYMAN) LTD.**  
**(AMENDED BY SPECIAL RESOLUTION DATED [ ] 2018)**



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**REF: SD/CB/H3222-152276**

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**COMPANIES LAW (AS AMENDED)**  
**COMPANY LIMITED BY SHARES**  
**AMENDED AND RESTATED**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**LUDLOW HOLDINGS (CAYMAN) LTD.**  
**(AMENDED BY SPECIAL RESOLUTION DATED [ ] 2018)**

**TABLE A**

The Regulations contained or incorporated in Table 'A' in the First Schedule of the Companies Law shall not apply to Ludlow Holdings (Cayman) Ltd. (the "**Company**") and the following Articles shall comprise the Articles of Association of the Company.

**INTERPRETATION**

1. In these Articles the following defined terms will have the meanings ascribed to them, if not inconsistent with the subject or context:

"**advancement of expenses**" has the meaning given to that term in Article 122.

"**Affiliate**" means, with respect to any specified Person, any other Person which directly or indirectly through one (1) or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, "**control**" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise). Any Affiliated Fund of a Shareholder or its Affiliates shall be deemed to be an Affiliate of such Shareholder, as applicable. Notwithstanding the foregoing, for purposes of these Articles, none of the Shareholders or their respective Affiliates, solely by virtue of being Shareholders of the Company, shall be considered Affiliates of any other Shareholders or such other Shareholders' Affiliates. For the avoidance of doubt, limited partners in funds managed by Hildene Capital Management, LLC and its Affiliates are not Affiliates of the Hildene Investors.

"**Affiliated Fund**" shall mean, with respect to any specified Person, each investment fund set up as a corporation, company, trust, limited liability company, limited company, general or limited or



exempted limited partnership or other entity, account or investment vehicle that is under common control with, managed, advised or sub-advised by such Person, an Affiliate of such Person, or the same investment manager, advisor or sub-advisor of such Person or an Affiliate of such investment manager, advisor or sub-advisor.

**"Articles"** means these articles of association of the Company, as amended or substituted from time to time.

**"Board"** means the board of Directors of the Company.

**"Branch Register"** means any branch Register of such category or categories of Members as the Company may from time to time determine.

**"Capital Stock"** shall mean, collectively, the Ordinary Shares and any other Shares or capital stock or other equity securities hereafter created or authorized by the Company, and any other security convertible into or exchangeable or exercisable for such Shares or capital stock of the Company, including any security, bond, note, warrant, option or other right or instrument exercisable for or exchangeable or convertible into such capital stock or equity security, as the context may require.

**"Change of Control"** means (i) the sale of all or substantially all of the assets (in one transaction or a series of related transactions) of the Company other than to (x) the Hildene Investors or their Affiliates or (y) any employee benefit plan (or trust forming a part thereof) maintained by the Company or any of its Subsidiaries or other Person of which a majority of its voting power or other equity securities is owned, directly or indirectly, by the Company (any entity in clause (y), a **"Controlled Party"**); or (ii) a merger, recapitalisation sale or other transaction (including any sale of Shares) (in one transaction or a series of related transactions) of the Company to a Person (or group of Persons acting in concert) that results in any Person (or group of Persons acting in concert) (other than (x) the Hildene Investors or their Affiliates or (y) any Controlled Party) owning, directly or indirectly, more than 50% of the Ordinary Shares (or the equity securities of any resulting company after a merger) and the Hildene Investors and any Controlled Party ceasing to have the right to elect a majority of the members of the Board (or the board of directors (or comparable governing body) of the resulting company after a merger) (excluding for such purposes the right to appoint "independent" and "disinterested" directors).

**"Class"** or **"Classes"** means any class or classes of Shares as may from time to time be issued by the Company.

**"Companies Law"** means the Companies Law (as amended) of the Cayman Islands.

**"Company Subsidiaries"** has the meaning given to that term in the Shareholders Agreement.

**"Confidential Information"** has the meaning given to that term in the Shareholders Agreement.

**"Directors"** means the directors of the Company for the time being, or as the case may be, the directors assembled as a board or as a committee thereof.

**"final adjudication"** has the meaning given to that term in Article 122.

**"Hildene Directors"** has the meaning given to that term in Article 67(a).

**"Hildene Investors"** means, collectively, Hildene Opportunities Master Fund, Ltd., an exempted company limited by shares incorporated and existing under the laws of the Cayman Islands and Hildene Opportunities Master Fund II, Ltd., an exempted company limited by shares incorporated and existing under the laws of the Cayman Islands, together with their Affiliates who may become Shareholders following the date of these Articles.

**"Indemnifiable Losses"** has the meaning given to that term in Article 123.

**"indemnitee"** has the meaning given to that term in Article 122.

**"Indemnitor"** has the meaning given to that term in Article 123.

**"Independent Directors"** has the meaning given to that term in Article 67(b).

**"Initial Public Offering"** means the first underwritten (firm commitment) public offering of the Company's Ordinary Shares pursuant to an effective registration statement or similar form.

**"Memorandum of Association"** means the memorandum of association of the Company, as amended or substituted from time to time.

**"National Securities Exchange"** means The New York Stock Exchange, The NYSE MKT, The Nasdaq Global Market, The Nasdaq Global Select Market, The Nasdaq Capital Market and the London Stock Exchange's market for listed securities.

**"Nominating Party"** has the meaning given to that term in Article 68.

**"Office"** means the registered office of the Company as required by the Companies Law.

**"Officers"** means the officers for the time being and from time to time of the Company.

**"Ordinary Resolution"** means a resolution:

- (a) passed by a simple majority of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Shareholder is entitled; or

- (b) approved in writing (in lieu of a meeting) by all of the Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Shareholders and the effective date of the resolution so adopted shall be the date on which the instrument, or the last of such instruments, if more than one, is executed.

**"Ordinary Share"** means, collectively, the ordinary shares in the capital of the Company with a par value of \$1.00 per share, or, in the event that the Company's outstanding shares are hereafter recapitalised, converted into or exchanged for different shares or securities of the Company or its Affiliates, such other shares or securities.

**"Organizational Documents"** shall mean, with respect to any Person, as appropriate, the articles of association, memorandum of association, articles of incorporation, certificate of incorporation, charter, bylaws, articles of formation, certificate of formation, operating or limited liability company agreement, certificate of limited partnership, partnership agreement or trust agreement of such Person, stockholders' or other agreements among equityholders and all other similar documents, agreements, instruments or certificates executed, adopted, or filed in connection with the creation, formation, management or organization of such Person, including any amendments thereto.

**"Other Investors"** has the meaning given to that term in the Shareholders Agreement.

**"Ownership Percentage"** means, at any date of determination, with respect to any Shareholder or group of Shareholders, a fraction, (x) the numerator of which is the total number of outstanding Ordinary Shares beneficially owned by such Shareholder at such time and (y) the denominator of which is the total number of outstanding Ordinary Shares at such time.

**"paid up"** means paid up as to the par value in respect of the issue of any Shares and includes credited as paid up.

**"Person"** means an individual, a partnership, a corporation, a company, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organisation and a government or any branch, department, agency, political subdivision or official thereof, other than in respect of a Director or Officer in which circumstances Person shall mean any person or entity permitted to act as such in accordance with the laws of the Cayman Islands.

**"Principal Register"**, where the Company has established one or more Branch Registers pursuant to the Companies Law and these Articles, means the Register maintained by the Company pursuant to the Companies Law and these Articles that is not designated by the Directors as a Branch Register.

**"proceeding"** has the meaning given to that term in Article 122.

**"Register"** means the register of Members of the Company required to be kept pursuant to the Companies Law and includes any Branch Register(s) established by the Company in accordance with the Companies Law.

**"Restricted Actions"** has the meaning given to that term in Article 81.

**"Seal"** means the common seal of the Company (if adopted) including any facsimile thereof.

**"Secretary"** means any Person appointed by the Directors to perform any of the duties of the secretary of the Company.

**"Share"** means a share in the capital of the Company. All references to "Shares" herein shall be deemed to be Shares of any or all Classes as the context may require. For the avoidance of doubt in these Articles the expression "Share" shall include a fraction of a Share.

**"Shareholder"** or **"Member"** means a Person who is registered as the holder of Shares in the Register and includes each subscriber to the Memorandum of Association pending entry in the Register of such subscriber.

**"Shareholders Agreement"** means the shareholders agreement of the Company dated [•] 2018 made by and among (i) the Company; (ii) the Hildene Investors; (iii) the Other Investors; and the Company Subsidiaries.

**"Share Premium Account"** means the share premium account established in accordance with these Articles and the Companies Law.

**"signed"** means bearing a signature or representation of a signature affixed by mechanical means.

**"Special Resolution"** means a special resolution of the Company passed in accordance with the Companies Law, being a resolution:

- (a) passed by a majority of not less than two-thirds of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company of which notice specifying the intention to propose the resolution as a special resolution has been duly given and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Shareholder is entitled; or
- (b) approved in writing (in lieu of a meeting) by all of the Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Shareholders and the effective date of the special resolution so adopted shall be the date on which the instrument or the last of such instruments, if more than one, is executed.

**"Subsidiary"** shall mean any Person in which the Company owns, directly or indirectly, shares, stock or other equity securities or interests possessing fifty percent (50%) or more of the total combined voting power of such Person in the election of directors (or their equivalent) or otherwise has the power to direct the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

**"Treasury Shares"** means Shares that were previously issued but were purchased, redeemed, surrendered or otherwise acquired by the Company and not cancelled.

**"undertaking"** has the meaning given to that term in Article 122.

2. In these Articles, save where the context requires otherwise:
  - (a) words importing the singular number shall include the plural number and vice versa;
  - (b) words importing the masculine gender only shall include the feminine gender and any Person as the context may require;
  - (c) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;
  - (d) reference to a dollar or dollars or USD (or \$) and to a cent or cents is reference to dollars and cents of the United States of America;
  - (e) reference to a statutory enactment shall include reference to any amendment or re-enactment thereof for the time being in force;
  - (f) reference to any determination by the Directors shall be construed as a determination by the Directors in their sole and absolute discretion and shall be applicable either generally or in any particular case; and
  - (g) reference to "in writing" shall be construed as written or represented by any means reproducible in writing, including any form of print, email, facsimile, ".pdf" or represented by any other substitute or format for storage or transmission for writing or partly one and partly another.
3. Subject to the preceding Articles, any words defined in the Companies Law shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

#### **PRELIMINARY**

4. The business of the Company may be commenced at any time after incorporation.
5. The Office shall be at such address in the Cayman Islands as the Directors may from time to time determine. The Company may in addition establish and maintain such other offices and places of business and agencies in such places as the Directors may from time to time determine.
6. The expenses incurred in the formation of the Company and in connection with the offer for subscription and issue of Shares shall be paid by the Company. Such expenses may be amortised over such period as the Directors may determine and the amount so paid shall be

charged against income and/or capital in the accounts of the Company as the Directors shall determine.

7. The Directors shall keep, or cause to be kept, the Register at such place or (subject to compliance with the Companies Law and these Articles) places as the Directors may from time to time determine. In the absence of any such determination, the Register shall be kept at the Office. The Directors may keep, or cause to be kept, one or more Branch Registers as well as the Principal Register in accordance with the Companies Law, provided always that a duplicate of such Branch Register(s) shall be maintained with the Principal Register in accordance with the Companies Law.
8. In the event of any conflict or inconsistency between these Articles and the Memorandum of Association and the Shareholders Agreement, then, subject to the laws of the Cayman Islands, the Shareholders Agreement shall prevail. The Company and the Shareholders shall take or cause to be taken all lawful action necessary to ensure at all times that the Articles and the Memorandum of Association and the Organizational Documents of the Company Subsidiaries, as the same may be amended from time to time in accordance with the terms hereof and thereof, are not, at any time, inconsistent with, or conflict with, the provisions of the Shareholders Agreement. Subject to the foregoing, the Company shall not to give effect to any action by any Shareholder or any other Person which is in contravention of the Shareholders Agreement, these Articles or the Memorandum of Association.
9. Upon termination of the Shareholders Agreement, the Company shall amend and restate these Articles and the Memorandum of Association as appropriate to remove all references to the Shareholders Agreement and related provisions.

#### **SHARES**

10. Subject to these Articles and the Shareholders Agreement, all Shares for the time being unissued shall be under the control of the Directors who may:
  - (a) issue, allot and dispose of the same to such Persons, in such manner, on such terms and having such rights and being subject to such restrictions as they may from time to time determine; and
  - (b) grant options with respect to such Shares and issue warrants or similar instruments with respect thereto;

and, for such purposes, the Directors may reserve an appropriate number of Shares for the time being unissued.

11. The Directors (subject to the Shareholders Agreement) may authorise the division of Shares into any number of Classes and sub-classes and the different Classes and sub-classes shall be authorised, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation, voting, dividend and redemption rights),

restrictions, preferences, privileges and payment obligations as between the different Classes (if any) may be fixed and determined by the Directors (subject to the Shareholders Agreement). For greater certainty, the Directors may authorise a new Class of Shares to be authorised, established and designated as preferred Shares, the rights (including, without limitation, voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations of such preferred Shares to be fixed and determined by the Directors.

12. Notwithstanding the foregoing, the Company shall not issue non-voting equity securities; **provided, however**, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of the United States Bankruptcy Code, (b) only have such force and effect for so long as Section 1123 of the United States Bankruptcy Code is in effect and applicable to the Company and (c) in all events may be amended or eliminated in accordance with the applicable laws of the Cayman Islands as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in these Articles in compliance with Section 1123(a)(6) of the United States Bankruptcy Code (11 U.S.C. §1123(a)(6)).
13. The Company may insofar as may be permitted by law, pay a commission to any Person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares. Such commissions may be satisfied by the payment of cash or the lodgement of fully or partly paid-up Shares or partly in one way and partly in the other. The Company may also pay such brokerage as may be lawful on any issue of Shares.
14. The Directors may refuse to accept any application for Shares, and may accept any application in whole or in part, for any reason or for no reason.

#### **MODIFICATION OF RIGHTS**

15. Whenever the capital of the Company is divided into different Classes (and as otherwise determined by the Directors) the rights attached to any such Class may, subject to any rights or restrictions for the time being attached to any Class only be materially adversely varied or abrogated with the consent in writing of the holders of not less than two-thirds of the issued Shares of the relevant Class, or with the sanction of a resolution passed at a separate meeting of the holders of the Shares of such Class by a majority of two-thirds of the votes cast at such a meeting. To every such separate meeting all the provisions of these Articles and the Shareholders Agreement relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be one or more Persons at least holding or representing by proxy one-third in nominal or par value amount of the issued Shares of the relevant Class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those Shareholders who are present shall form a quorum) and that, subject to any rights or restrictions for the time being attached to the Shares of that Class, every Shareholder of the Class shall on a poll have one vote for each Share of the Class held by him. For the purposes of this Article the Directors may treat all the Classes or any two or more Classes as forming one Class if they consider that all such Classes would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate Classes. The Directors may vary the rights attaching to any Class without the

consent or approval of Shareholders provided that the rights will not, in the determination of the Directors, be materially adversely varied or abrogated by such action.

16. The rights conferred upon the holders of the Shares of any Class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the Shares of that Class, be deemed to be materially adversely varied or abrogated by, *inter alia*, the creation, allotment or issue of further Shares ranking *pari passu* with or subsequent to them or the redemption or purchase of any Shares of any Class by the Company.

#### **CERTIFICATES**

17. No Person shall be entitled to a certificate for any or all of his Shares, unless the Directors shall determine otherwise.

#### **FRACTIONAL SHARES**

18. The Directors may issue fractions of a Share and, if so issued, a fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to nominal or par value, premium, contributions, calls or otherwise), limitations, preferences, privileges, qualifications, restrictions, rights (including, without prejudice to the generality of the foregoing, voting and participation rights) and other attributes of a whole Share. If more than one fraction of a Share of the same Class is issued to or acquired by the same Shareholder such fractions shall be accumulated.

#### **TRANSFER OF SHARES**

19. No Shareholder shall transfer any Shares or any right, title or interest therein or thereto other than in compliance with the provisions of these Articles and Section 3 of the Shareholders Agreement. Any transfer of Shares or any right, title or interest therein or thereto not in compliance with these Articles and Section 3 of the Shareholders Agreement shall be null and void and the Company shall not register such Transfer.
20. The instrument of transfer of any Share shall be in any usual or common form acceptable to the Directors or such other form as the Directors may determine and be executed by or on behalf of the transferor and if in respect of a nil or partly paid up Share, or if so required by the Directors, shall also be executed on behalf of the transferee and shall be accompanied by the certificate (if any) of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain a Shareholder until the name of the transferee is entered in the Register in respect of the relevant Shares.
21. Subject to the terms of issue thereof and the Shareholders Agreement, the Directors may determine to decline to register any transfer of Shares without assigning any reason therefor. Notwithstanding the foregoing, at no time shall the Directors be permitted to decline to register



any transfer of Shares from a Shareholder to an Affiliate of such Shareholder; **provided that** such transfer is otherwise in compliance with the terms of the Shareholders Agreement.

22. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine. Notwithstanding the foregoing, at no time shall the Directors be permitted to suspend the registration of any transfer of Shares from a Shareholder to an Affiliate of such Shareholder; **provided that** such transfer is otherwise in compliance with the terms of the Shareholders Agreement.
23. All instruments of transfer that are registered shall be retained by the Company, but any instrument of transfer that the Directors decline to register shall (except in any case of fraud) be returned to the Person depositing the same.

#### **TRANSMISSION OF SHARES**

24. The legal personal representative of a deceased sole holder of a Share shall be the only Person recognised by the Company as having any title to the Share. In the case of a Share registered in the name of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased holder of the Share, shall be the only Person recognised by the Company as having any title to the Share.
25. Any Person becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder shall upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a Shareholder in respect of the Share or, instead of being registered himself, to make such transfer of the Share as the deceased or bankrupt Person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the deceased or bankrupt Person before the death or bankruptcy.
26. A Person becoming entitled to a Share by reason of the death or bankruptcy of a Shareholder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered Shareholder, except that he shall not, before being registered as a Shareholder in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

#### **ALTERATION OF SHARE CAPITAL**

27. The Board may from time to time (subject to the Shareholders Agreement) increase the share capital by such sum, to be divided into Shares of such Classes and amount, as the resolution shall prescribe.
28. Subject to the Shareholders Agreement, the Board may:
  - (a) consolidate and divide all or any of its share capital into Shares of a larger amount than its existing Shares;

- (b) convert all or any of its paid up Shares into stock and reconvert that stock into paid up Shares of any denomination;
  - (c) subdivide its existing Shares, or any of them into Shares of a smaller amount provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in case of the Share from which the reduced Share is derived; and
  - (d) cancel any Shares that, at the date of the passing of the resolution, have not been taken or agreed to be taken by any Person and diminish the amount of its share capital by the amount of the Shares so cancelled.
29. Subject to the Shareholders Agreement, the Company may by Special Resolution reduce its share capital and any capital redemption reserve in any manner authorised by law.

#### **REDEMPTION, PURCHASE AND SURRENDER OF SHARES**

30. Subject to the Companies Law and the Shareholders Agreement, the Company may:
- (a) issue Shares on terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder on such terms and in such manner as the Directors may determine;
  - (b) purchase its own Shares (including any redeemable Shares) on such terms and in such manner as the Directors may determine and agree with the Shareholder;
  - (c) make a payment in respect of the redemption or purchase of its own Shares in any manner authorised by the Companies Law and the Shareholders Agreement, including out of its capital; and
  - (d) accept the surrender for no consideration of any paid up Share (including any redeemable Share) on such terms and in such manner as the Directors may determine.
31. Any Share in respect of which notice of redemption has been given shall not be entitled to participate in the profits of the Company in respect of the period after the date specified as the date of redemption in the notice of redemption.
32. The redemption, purchase or surrender of any Share shall not be deemed to give rise to the redemption, purchase or surrender of any other Share.
33. The Directors may when making payments in respect of redemption or purchase of Shares, if authorised by the terms of issue of the Shares being redeemed or purchased or with the agreement of the holder of such Shares, make such payment either in cash or in specie including, without limitation, interests in a special purpose vehicle holding assets of the Company or holding entitlement to the proceeds of assets held by the Company or in a liquidating structure.

### **TREASURY SHARES**

34. Shares that the Company purchases, redeems or acquires (by way of surrender or otherwise) may, at the option of the Company, be cancelled immediately or held as Treasury Shares in accordance with the Companies Law. In the event that the Directors do not specify that the relevant Shares are to be held as Treasury Shares, such Shares shall be cancelled.
35. No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to members on a winding up) may be declared or paid in respect of a Treasury Share.
36. The Company shall be entered in the Register as the holder of the Treasury Shares provided that:
  - (a) the Company shall not be treated as a member (or Shareholder) for any purpose and shall not exercise any right in respect of the Treasury Shares, and any purported exercise of such a right shall be void;
  - (b) a Treasury Share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted in determining the total number of issued Shares at any given time, whether for the purposes of these Articles, the Shareholders Agreement or the Companies Law, save that an allotment of Shares as fully paid bonus shares in respect of a Treasury Share is permitted and Shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as Treasury Shares.
37. Treasury Shares may be disposed of by the Company on such terms and conditions as determined by the Directors.

### **GENERAL MEETINGS**

38. The Directors may, whenever they think fit, convene a general meeting of the Company.
39. The Directors may cancel or postpone any duly convened general meeting at any time prior to such meeting, except for general meetings requisitioned by the Shareholders in accordance with these Articles, for any reason or for no reason at any time prior to the time for holding such meeting or, if the meeting is adjourned, the time for holding such adjourned meeting. The Directors shall give Shareholders notice in writing of any cancellation or postponement. A postponement may be for a stated period of any length or indefinitely as the Directors may determine.
40. General meetings shall also be convened on the requisition in writing of any Shareholder or Shareholders entitled to attend and vote at general meetings of the Company holding at least a majority of the paid up voting share capital of the Company deposited at the Office specifying the objects of the meeting by notice given no later than 21 days from the date of deposit of the requisition signed by the requisitionists, and if the Directors do not convene such meeting for a

date not later than 45 days after the date of such deposit, the requisitionists themselves may convene the general meeting in the same manner, as nearly as possible, as that in which general meetings may be convened by the Directors, and all reasonable expenses incurred by the requisitionists as a result of the failure of the Directors to convene the general meeting shall be reimbursed to them by the Company.

41. If at any time there are no Directors, any two Shareholders (or if there is only one Shareholder then that Shareholder) entitled to vote at general meetings of the Company may convene a general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors.

#### **NOTICE OF GENERAL MEETINGS**

42. At least three clear days' notice in writing counting from the date service is deemed to take place as provided in these Articles specifying the place, the day and the hour of the meeting and the general nature of the business, shall be given in the manner hereinafter provided to such Persons as are, under these Articles and the Shareholders Agreement, entitled to receive such notices from the Company, but with the consent of all the Shareholders entitled to receive notice of some particular meeting and attend and vote thereat, that meeting may be convened by such shorter notice or without notice and in such manner as those Shareholders may think fit.
43. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any Shareholder shall not invalidate the proceedings at any meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

44. All business carried out at a general meeting shall be deemed special with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, any report of the Directors or of the Company's auditors, and the fixing of the remuneration of the Company's auditors (which matters do not need to be designated as special business in a notice of a meeting). No special business shall be transacted at any general meeting without the consent of all Shareholders entitled to receive notice of that meeting unless notice of such special business has been given in the notice convening that meeting.
45. No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. Save as otherwise provided by these Articles and the Shareholders Agreement, one or more Shareholders holding at least a majority of the paid up voting share capital of the Company, including the Hildene Investors, present in person or by proxy and entitled to vote at that meeting shall form a quorum.
46. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Shareholder or Shareholders present and entitled to vote shall form a quorum.

47. If the Directors wish to make this facility available for a specific general meeting or all general meetings of the Company, participation in any general meeting of the Company may be by means of a telephone or similar communication equipment by way of which all Persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting.
48. The chairman, if any, of the Directors shall preside as chairman at every general meeting of the Company.
49. If there is no such chairman, or if at any general meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, any Director or Person nominated by the Directors shall preside as chairman, failing which the Shareholders present in person or by proxy shall choose any Person present to be chairman of that meeting.
50. The chairman may adjourn a meeting from time to time and from place to place either:
- (a) with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting); or
  - (b) without the consent of such meeting if, in his sole opinion, he considers it necessary to do so to:
    - (i) secure the orderly conduct or proceedings of the meeting; or
    - (ii) give all persons present in person or by proxy and having the right to speak and / or vote at such meeting, the ability to do so,
- but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting, or adjourned meeting, is adjourned for fourteen days or more, notice of the adjourned meeting shall be given in the manner provided for the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
51. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or one or more Shareholders present in person or by proxy entitled to vote, and unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
52. If a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

53. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
54. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

#### **VOTES OF SHAREHOLDERS**

55. Subject to any rights and restrictions for the time being attached to any Share (including pursuant to the Shareholders Agreement), on a show of hands every Shareholder present in person and every Person representing a Shareholder by proxy shall, at a general meeting of the Company, each have one vote and on a poll every Shareholder and every Person representing a Shareholder by proxy shall have one vote for each Share of which he or the Person represented by proxy is the holder.
56. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.
57. A Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote in respect of Shares carrying the right to vote held by him, whether on a show of hands or on a poll, by his committee, or other Person in the nature of a committee appointed by that court, and any such committee or other Person, may vote in respect of such Shares by proxy.
58. No Shareholder shall be entitled to vote at any general meeting of the Company unless all calls, if any, or other sums presently payable by him in respect of Shares carrying the right to vote held by him have been paid.
59. On a poll votes may be given either personally or by proxy.
60. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under Seal or under the hand of an Officer or attorney duly authorised. A proxy need not be a Shareholder.
61. An instrument appointing a proxy may be in any usual or common form or such other form as the Directors may approve.
62. The instrument appointing a proxy shall be deposited at the Office or at such other place as is specified for that purpose in the notice convening the meeting no later than the time for holding the meeting or, if the meeting is adjourned, the time for holding such adjourned meeting.

63. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
64. A resolution in writing signed by all the Shareholders for the time being entitled to receive notice of and to attend and vote at general meetings of the Company (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.
65. So long as the Hildene Investors have an Ownership Percentage of at least 15%, each Shareholder agrees to vote its Shares in any Ordinary Resolution or Special Resolution as may be required under these Articles and/or the laws of the Cayman Islands as directed by the Hildene Investors, except with respect to Article 137 (which is otherwise the subject of Article IV of the Shareholders Agreement), Article 131 (except if such amendment would have a material and adverse effect on the rights of such Shareholder in a manner disproportionate to the impact of such amendment on the rights of other Shareholders (with due regard to the varying rights of Shareholders under these Articles and the Shareholders Agreement)) and Article 67(c).

#### **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

66. Any corporation which is a Shareholder may by resolution of its directors or other governing body authorise such Person as it thinks fit to act as its representative at any meeting of holders of a Class, and the Person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder.

#### **DIRECTORS**

67. The Board shall consist of five (5) directors consisting of:
  - (a) three (3) directors who shall be appointed as follows: (i) so long as the Hildene Investors have an Ownership Percentage of at least 25%, the Hildene Investors shall have the right to appoint all three (3) of the directors; (ii) so long as the Hildene Investors have an Ownership Percentage of at least 15% but less than 25%, the Hildene Investors shall have the right to appoint two (2) of the three (3) directors; and (iii) so long as the Hildene Investors have an Ownership Percentage of at least 5%, the Hildene Investors shall have the right to appoint one (1) of the three (3) directors (such directors as so appointed by the Hildene Investors, the "**Hildene Directors**"); **provided, that**, if the Hildene Investors fail to hold the requisite Ownership Percentages set forth in this Article 67(a) the Hildene Investors shall cause the requisite Hildene Directors to resign, at which time such vacancies on the Board shall be filled in accordance with 67(c); and
  - (b) two (2) directors who shall be "independent" and "disinterested," meaning that he or she is not an employee or Affiliate of any Shareholder, the Company or any of their respective Affiliates (or any of their respective successors and assigns) and have insurance industry expertise (the "**Independent Directors**"), who shall be appointed as follows: (i) so long

as the Hildene Investors have an Ownership Percentage of at least 25%, the Hildene Investors shall have the right to appoint two (2) Independent Directors, and (ii) so long as the Hildene Investors have an Ownership Percentage of at least 15%, the Hildene Investors shall have the right to appoint one (1) of the two (2) Independent Directors; provided, that, if the Hildene Investors fail to hold the requisite Ownership Percentages set forth in this Article 67(b), such requisite Independent Directors will be subject to re-election by a vote of the holders of a majority of Ordinary Shares at the next annual meeting of the Shareholders.

- (c) Any such directors not appointed by the Hildene Investors as set forth above shall be appointed by a vote of the holders of a majority of the Ordinary Shares.
68. Subject to these Articles and the Shareholders Agreement, each Director shall serve until his or her successor is elected and qualified or until his or her earlier resignation, removal or death. If an individual who has been elected as a Director shall cease to serve as a Director for any reason, the Persons with the right to designate such individual under Article 67 (each, a "**Nominating Party**"), shall have the right to designate a successor designee, and each of the other Shareholders shall vote or cause to be voted, or execute, or cause to be executed, a written consent with respect to all Shares beneficially owned by such Shareholder as to which such Shareholder is entitled to vote or direct the vote in favour of such election. Any Director of the Company may be removed from the Board only upon the vote or written consent of the Nominating Party entitled to designate such director pursuant to Article 67, as applicable. In the event that a designation is not made pursuant to Article 67, as applicable, the Shareholders will use their best efforts to ensure that such position on the Board shall be left vacant until a nominee is so designated as provided herein.
69. The Board may from time to time fix the maximum and minimum number of Directors to be appointed but unless such numbers are fixed as aforesaid the minimum number of Directors shall be one and the maximum number of Directors shall be unlimited; **provided, however**, that the size of the Board may not be increased or decreased without the consent of the Hildene Investors.
70. The remuneration of the Directors may be determined by the Directors or by Ordinary Resolution.
71. There shall be no shareholding qualification for Directors.
72. The Company shall reimburse the members of the Board for their reasonable travel and out-of-pocket expenses in attending meetings of the Board and committees thereof (consistent with the Company's travel expense reimbursement policy).
73. The Company will purchase and will use its reasonable best efforts to maintain director and officer liability insurance in such amounts and such limits as reasonably determined by the Board on behalf of any Person who is or was a member of the Board against any liability asserted against him or incurred by him in any capacity as such, whether or not the Company would have the power to indemnify him against that liability under these Articles which obligation may be



satisfied, at the discretion of the Board, by the Company's purchase of director and officer liability insurance covering the Company and its Subsidiaries.

74. No Shareholder, nor any Affiliate of any Shareholder, shall have any liability as a result of designating a Hildene Director or Independent Director for any act or omission by such Hildene Director or Independent Director in his or her capacity as a director of the Company, nor shall any Shareholder or any Affiliate thereof have any liability as a result of voting for any such director in accordance with the provisions of this Agreement.

### POWERS AND DUTIES OF DIRECTORS

75. Subject to the Companies Law, these Articles, the Shareholders Agreement and to any resolutions passed in a general meeting, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company and may exercise all powers of the Company. No resolution passed by the Company in general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been passed.
76. The Directors may from time to time appoint any Person, whether or not a Director to hold such office in the Company as the Directors may think necessary for the administration of the Company, including but not limited to, the office of chief executive officer, president, one or more vice-presidents, chief financial officer, treasurer, assistant treasurer, manager or controller, and for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another), and with such powers and duties as the Directors may think fit. Any Person so appointed by the Directors may be removed by the Directors (subject to the Shareholders Agreement). The Directors may also appoint one or more of their number to the office of managing director upon like terms, but any such appointment shall ipso facto terminate if any managing director ceases from any cause to be a Director.
77. The Directors may appoint any Person to be a Secretary (and if need be an assistant Secretary or assistant Secretaries) who shall hold office for such term, at such remuneration and upon such conditions and with such powers as they think fit. Any Secretary or assistant Secretary so appointed by the Directors may be removed by the Directors.
78. The Board, acting upon the approval of at least one (1) Hildene Director, may establish committees from time to time. All such committees and the members thereof shall be appointed by the Board. Except as otherwise determined by the Hildene Directors, the Hildene Directors shall control a majority of the votes of any committee.
79. The Directors may from time to time and at any time by power of attorney (whether under Seal or under hand) or otherwise appoint any company, firm or Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys or authorised signatory (any such person being an "**Attorney**" or "**Authorised Signatory**", respectively) of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles and the Shareholders Agreement) and for such period and subject to such conditions as they may think fit, and any

such power of attorney or other appointment may contain such provisions for the protection and convenience of Persons dealing with any such Attorney or Authorised Signatory as the Directors may think fit, and may also authorise any such Attorney or Authorised Signatory to delegate all or any of the powers, authorities and discretion vested in him.

80. The Directors may agree with a Shareholder to waive or modify the terms applicable to such Shareholder's subscription for Shares without obtaining the consent of any other Shareholder; provided that such waiver or modification does not amount to a variation or abrogation of the rights attaching to the Shares of such other Shareholders.
81. Notwithstanding anything contained herein to the contrary, and in no way limiting the actions over which approval by the Board may be required, any material action, agreement, undertaking, or authorisation of the Company outside of the ordinary course of business consistent with past practice of the Company or that is material to the Company, must be approved by the Board.
82. Without limiting the generality of Article 81, so long as the Hildene Investors have an Ownership Percentage of at least 15%, the Company shall not take, nor shall a Shareholder approve or otherwise take, any of the following actions (the "**Restricted Actions**") unless it has obtained the prior written consent of the Hildene Investors:
  - (a) any sale or other disposition of all or a majority of the assets of the Company and its Subsidiaries, or sale or other disposition of any other material assets outside the ordinary course of business consistent with past practice;
  - (b) any merger, recapitalisation, reorganisation or consolidation of the Company or any of its Subsidiaries or other transactions that would result in a Change of Control;
  - (c) permitting or allowing the Company or any Subsidiary to (1) file, or consent or acquiesce to, a petition for relief under any bankruptcy law; (2) make a general assignment, arrangement or composition with or for the benefit of its creditors; (3) seek or become subject to the appointment of an administrator, provisional liquidator, liquidator, conservator, receiver, trustee custodian or other similar official for it or for all or substantially all its assets; (4) wind up the Company's or any of the Subsidiaries' affairs, dissolve or liquidate; or (5) be party to any merger, conversion, consolidation, reorganisation, recapitalisation or other similar corporate transaction or effect any other fundamental change in legal form or structure;
  - (d) create, by reclassification or otherwise, increase or decrease the number of authorised Ordinary Shares of, or issue, or obligate itself to issue, any class or series of Ordinary Shares or other equity interests of the Company or the Subsidiaries of the Company, including any security convertible into or exchangeable or exercisable for Ordinary Shares or other equity securities of the Company or the Subsidiaries; or effect a split, combination, subdivision or reclassification of Shares or other equity securities of the Company or the Subsidiaries of the Company;

- (e) any material acquisition of businesses, companies or assets;
- (f) declaration and/or payment of any dividends upon the Shares (other than on a pro rata basis);
- (g) any non-pro rata repurchase, acquisition, redemption or retirement of Capital Stock or other equity interests of the Company or any of its Subsidiaries (except for purchases from employees of the Company or any of its Subsidiaries upon termination of employment);
- (h) any amendment to or waiver of any provision of these Articles, the Memorandum of Association, Shareholders Agreement or other Organizational Documents of the Company or any Subsidiary of the Company, other than amendments, waivers and/or alterations that are ministerial in nature;
- (i) any material change to the general nature of the businesses of the Company or any Subsidiary of the Company (including making any substantial changes in the general business strategy or operations of the Company or any of the Subsidiaries or entering into any new line of business);
- (j) (A) entry into any joint venture, partnership or similar arrangement with any other Person or (B) make any capital contributions, loans and/or other investments to or in any other Person in excess of \$[\_\_\_\_\_] on an individual basis or \$[\_\_\_\_\_] in the aggregate, in each case applied to the Company and all of the Subsidiaries of the Company in the aggregate;
- (k) (1) any issuance of debt securities or incurrence or guarantee of indebtedness for borrowed money, (2) entry into any loans or advances or (3) any pledge or grant of any lien, security interest, encumbrance or other charge on any asset of the Company or any Subsidiary, other than:
  - (x) with respect to this Article 82(k), allocations of costs, fees and expenses and reimbursements between or among the Company and/or its Subsidiaries in the ordinary course of business consistent with past practice,
  - (y) with respect to clause (2) of this Article 82(k), (i) advances in the ordinary course of business consistent with past practice in connection with reinsurance and retrocession agreements among the Company's Subsidiaries, which agreements are in effect as of the date of these Articles or are entered into after the date of these Articles in accordance with the Shareholders Agreement and these Articles (including Article 82(n)) or (ii) any obligations of the Company or its Subsidiaries to advance expenses pursuant to and in accordance with indemnification obligations of the Company or such Subsidiary under its respective Organizational Documents or other indemnification agreements; and

- (z) with respect to clause (3) of this Article 82(k), statutory liens arising by operation of law and pledges, liens, security interests, encumbrances and other charges on assets of a Subsidiary of the Company made in the ordinary course of business consistent with past practice pursuant to reinsurance or retrocession agreements of the Company's Subsidiaries, which agreements are in effect as of the date of these Articles or are entered into after the date of these Articles in accordance with the Shareholders Agreement and these Articles (including Article 82(n));
  - (l) entry into or consummation of any debt restructuring, refinancing or similar transaction pursuant to which debt holders of the Company would hold equity securities of the Company following such transaction;
  - (m) entry into or thereafter amend any agreement, transaction or series of related transactions with Affiliates of the Company (other than wholly-owned Subsidiaries) other than on arm's-length market terms (as determined by the Board);
  - (n) entry into or thereafter amend any material agreements between the Company and any of its Subsidiaries or among the Company's Subsidiaries, other than immaterial amendments of a ministerial nature made in the ordinary course of business consistent with past practice;
  - (o) any termination or hiring of, setting compensation for and entering into employment agreements with the chief executive officer or other executive officers;
  - (p) any approval, adoption or modification of any equity or cash incentive plan or other benefit plan with respect to employees, directors or service providers of the Company or its Subsidiaries or otherwise increase the equity or cash incentive pool under any such incentive plan that was previously approved by the Board;
  - (q) effecting a change in organisational form or otherwise taking any action that would, or would be reasonably likely to, result in adverse tax consequences to Shareholders;
  - (r) commence an Initial Public Offering or listing on a National Securities Exchange; or
  - (s) agree or commit to any of the foregoing.
83. The prior written consent of a majority of the Board, including at least one (1) Independent Director, shall be required in order for the Company or any of its Subsidiaries to enter into any agreement, transaction or series of related transactions with an Affiliate of the Company (other than with another wholly-owned Subsidiary of the Company) that are not otherwise on arm's-length market terms (as determined by the Board).

### **BORROWING POWERS OF DIRECTORS**

84. Subject to these Articles and the Shareholders Agreement, the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, or to otherwise provide for a security interest to be taken in such undertaking, property or uncalled capital, and to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.

### **THE SEAL**

85. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of the Seal and if given after may be in general form confirming a number of affixings of the Seal. The Seal shall be affixed in the presence of a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose and every Person as aforesaid shall sign every instrument to which the Seal is so affixed in their presence.
86. The Company may maintain a facsimile of the Seal in such countries or places as the Directors may appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of such facsimile Seal and if given after may be in general form confirming a number of affixings of such facsimile Seal. The facsimile Seal shall be affixed in the presence of such Person or Persons as the Directors shall for this purpose appoint and such Person or Persons as aforesaid shall sign every instrument to which the facsimile Seal is so affixed in their presence and such affixing of the facsimile Seal and signing as aforesaid shall have the same meaning and effect as if the Seal had been affixed in the presence of and the instrument signed by a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose.
87. Notwithstanding the foregoing, a Secretary or any assistant Secretary shall have the authority to affix the Seal, or the facsimile Seal, to any instrument for the purposes of attesting authenticity of the matter contained therein but which does not create any obligation binding on the Company.

### **DISQUALIFICATION OF DIRECTORS**

88. The office of Director shall be vacated, if the Director:
- (a) becomes bankrupt or makes any arrangement or composition with his creditors;
  - (b) dies or is found to be or becomes of unsound mind;
  - (c) resigns his office by notice in writing to the Company; or

- (d) is removed from office pursuant to any other provision of these Articles or the Shareholders Agreement.

### PROCEEDINGS OF DIRECTORS

89. The Directors may meet together (either within or outside the Cayman Islands) for the despatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may, and a Secretary or assistant Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
90. All members of the Board must be provided with 24 hours advance notice of any meeting of the Board. Any director shall be permitted to attend any meeting of the Board in person or by conference call or similar communication equipment by way of which all Persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting. The presence, either in person or through participation by conference call, of at least a majority of the Directors in office, including at least one (1) Hildene Director shall constitute a quorum for the transaction of business at any meeting of the Board or any committee thereof. Each Director shall have one (1) vote on each matter presented to the Board for its consideration. Notwithstanding the foregoing, (a) if at such time the Hildene Investors are able to designate directors pursuant to Article 67(a)(ii) (I) but only one (1) Hildene Director is in attendance at a meeting of the Board or any committee thereof, such Hildene Director shall be deemed for all purposes to have three (3) votes and (II) if only two (2) Hildene Directors are in attendance at a meeting of the Board or any committee thereof, such Hildene Directors, acting unanimously, shall collectively have three (3) votes and (b) if at such time the Hildene Investors are able to designate directors pursuant to Article 67(a)(ii) but only one (1) Hildene Director is in attendance at a meeting of the Board or any committee thereof, such Hildene Director shall be deemed for all purposes to have two (2) votes.
91. A Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.
92. Subject to Articles 82(m) and 83, a Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. Subject to Articles 82(m) and 83, a Director, notwithstanding his interest, may be counted in the quorum present at any meeting of the Directors whereat he or any other Director is appointed to hold any such office or place of profit

under the Company or whereat the terms of any such appointment are arranged and he may vote on any such appointment or arrangement.

93. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.
94. The Directors shall cause minutes to be made in books or loose-leaf folders provided for the purpose of recording:
  - (a) all appointments of Officers made by the Directors;
  - (b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and
  - (c) all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.
95. When the chairman of a meeting of the Directors signs the minutes of such meeting the same shall be deemed to have been duly held notwithstanding that all the Directors have not actually come together or that there may have been a technical defect in the proceedings.
96. A resolution in writing signed by all the Directors or all the members of a committee of Directors entitled to receive notice of a meeting of Directors or committee of Directors, as the case may be, shall be as valid and effectual as if it had been passed at a duly called and constituted meeting of Directors or committee of Directors, as the case may be. When signed a resolution may consist of several documents each signed by one or more of the Directors.
97. The continuing Directors may act notwithstanding any vacancy in their body but if and for so long as their number is reduced below the number fixed by or pursuant to these Articles and the Shareholders Agreement as the necessary quorum of Directors (subject to Article 90), the continuing Directors may act for the purpose of increasing the number, or of summoning a general meeting of the Company, but for no other purpose.
98. The Directors may elect a chairman of their meetings and determine the period for which he is to hold office but if no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.
99. Subject to any regulations imposed on it by the Directors, a committee appointed by the Directors may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting, the committee members present may choose one of their number to be chairman of the meeting.

100. A committee appointed by the Directors may meet and adjourn as it thinks proper. Subject to any regulations imposed on it by the Directors and the Shareholders Agreement, questions arising at any meeting shall be determined by a majority of votes of the committee members present and in case of an equality of votes the chairman shall have a second or casting vote.
101. All acts done by any meeting of the Directors or of a committee of Directors, or by any Person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or Person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director.

### **DIVIDENDS**

102. Subject to any rights and restrictions for the time being attached to any Shares, or as otherwise provided for in the Companies Law, the Shareholders Agreement and these Articles, the Directors may from time to time declare dividends (including interim dividends) and other distributions on Shares in issue and authorise payment of the same out of the funds of the Company lawfully available therefor.
103. The Directors may determine, before recommending or declaring any dividend, to set aside out of the funds legally available for distribution such sums as they think proper as a reserve or reserves which shall be applicable for meeting contingencies, or for equalising dividends or for any other purpose to which those funds may be properly applied and pending such application may, at the determination of the Directors, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit.
104. Any dividend may be paid in any manner as the Directors may determine. If paid by cheque it will be sent through the post to the registered address of the Shareholder or Person entitled thereto, or in the case of joint holders, to any one of such joint holders at his registered address or to such Person and such address as the Shareholder or Person entitled, or such joint holders as the case may be, may direct. Every such cheque shall be made payable to the order of the Person to whom it is sent or to the order of such other Person as the Shareholder or Person entitled, or such joint holders as the case may be, may direct.
105. The Directors when paying dividends to the Shareholders in accordance with the foregoing provisions of these Articles and the Shareholders Agreement may make such payment either in cash or in specie and may determine the extent to which amounts may be withheld therefrom (including, without limitation, any taxes, fees, expenses or other liabilities for which a Shareholder (or the Company, as a result of any action or inaction of the Shareholder) is liable).
106. Subject to any rights and restrictions for the time being attached to any Shares (including pursuant to the Shareholders Agreement), all dividends shall be declared and paid according to the amounts paid up on the Shares, but if and for so long as nothing is paid up on any of the Shares dividends may be declared and paid according to the par value of the Shares.



107. If several Persons are registered as joint holders of any Share, any of them may give effectual receipts for any dividend or other moneys payable on or in respect of the Share.
108. No dividend shall bear interest against the Company.

#### **ACCOUNTS, AUDIT AND ANNUAL RETURN AND DECLARATION**

109. The books of account relating to the Company's affairs shall be kept in such manner as may be determined from time to time by the Directors.
110. The books of account shall be kept at the Office, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
111. The Directors may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Shareholders not being Directors, and no Shareholder (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors.
112. The accounts relating to the Company's affairs shall only be audited if the Directors so determine, in which case the financial year end and the accounting principles will be determined by the Directors.
113. The Directors in each year shall prepare, or cause to be prepared, an annual return and declaration setting forth the particulars required by the Companies Law and deliver a copy thereof to the Registrar of Companies in the Cayman Islands.

#### **CAPITALISATION OF RESERVES**

114. Subject to the Companies Law, the Shareholders Agreement and these Articles, the Directors may:
- (a) resolve to capitalise an amount standing to the credit of reserves (including a Share Premium Account, capital redemption reserve and profit and loss account), whether or not available for distribution;
  - (b) appropriate the sum resolved to be capitalised to the Shareholders in proportion to the nominal amount of Shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:
    - (i) paying up the amounts (if any) for the time being unpaid on Shares held by them respectively, or
    - (ii) paying up in full unissued Shares or debentures of a nominal amount equal to that sum,

and allot the Shares or debentures, credited as fully paid, to the Shareholders (or as they may direct) in those proportions, or partly in one way and partly in the other, but the Share Premium Account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued Shares to be allotted to Shareholders credited as fully paid;

- (c) make any arrangements they think fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where Shares or debentures become distributable in fractions the Directors may deal with the fractions as they think fit;
- (d) authorise a Person to enter (on behalf of all the Shareholders concerned) into an agreement with the Company providing for either:
  - (i) the allotment to the Shareholders respectively, credited as fully paid, of Shares or debentures to which they may be entitled on the capitalisation, or
  - (ii) the payment by the Company on behalf of the Shareholders (by the application of their respective proportions of the reserves resolved to be capitalised) of the amounts or part of the amounts remaining unpaid on their existing Shares,

and any such agreement made under this authority being effective and binding on all those Shareholders; and

- (e) generally do all acts and things required to give effect to any of the actions contemplated by this Article.

#### **SHARE PREMIUM ACCOUNT**

- 115. The Directors shall in accordance with the Companies Law establish a Share Premium Account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.
- 116. There shall be debited to any Share Premium Account on the redemption or purchase of a Share the difference between the nominal value of such Share and the redemption or purchase price provided always that at the determination of the Directors such sum may be paid out of the profits of the Company or, if permitted by the Companies Law, out of capital.

#### **NOTICES**

- 117. Any notice or document may be served by the Company or by the Person entitled to give notice to any Shareholder either personally, or by posting it airmail (certified or registered mail, return receipt requested, with postage prepaid) or air courier service in a prepaid letter addressed to such Shareholder at his address as appearing in the Register, or by electronic mail to any electronic mail address such Shareholder may have specified in writing for the purpose of such

service of notices, or by facsimile should the Directors deem it appropriate. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

118. Any Shareholder present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.
119. Any notice or other document, if served by:
- (a) post by airmail, shall be deemed to have been served upon receipt of confirmation of receipt of delivery;
  - (b) facsimile, shall be deemed to have been served upon production by the transmitting facsimile machine of a report confirming transmission of the facsimile in full to the facsimile number of the recipient;
  - (c) recognised courier service, shall be deemed to have been served 24 hours after the time when the letter containing the same is delivered to the courier service; or
  - (d) electronic mail, shall be deemed to have been served immediately upon the time of the transmission by electronic mail.

In proving service by post or courier service it shall be sufficient to prove that the letter containing the notice or documents was properly addressed and duly posted or delivered to the courier service.

120. Any notice or document delivered or sent in accordance with the terms of these Articles shall notwithstanding that such Shareholder be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any Share registered in the name of such Shareholder as sole or joint holder, unless his name shall at the time of the service of the notice or document, have been removed from the Register as the holder of the Share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all Persons interested (whether jointly with or as claiming through or under him) in the Share.
121. Notice of every general meeting of the Company shall be given to:
- (a) all Shareholders holding Shares with the right to receive notice and who have supplied to the Company an address for the giving of notices to them; and
  - (b) every Person entitled to a Share in consequence of the death or bankruptcy of a Shareholder, who but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other Person shall be entitled to receive notices of general meetings.

#### INDEMNITY AND WAIVER

122. Without limitation of any right conferred by Articles 126 and 127, each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "**proceeding**"), by reason of the fact that he or she is or, at any time on or after the effective date of these Articles, was a Director or Officer of the Company or is or was serving at the request of the Company as a Director or Officer of another company, corporation or of an exempted limited partnership, limited partnership, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, an "**indemnitee**"), whether the basis of such proceeding is alleged action in an official capacity while serving as a Director or Officer or in any other capacity while serving as a Director or Officer shall be indemnified and held harmless by the Company to the fullest extent authorized by the laws of the Cayman Islands, against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes, penalties or amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a Director or Officer and shall inure to the benefit of the indemnitee's heirs, testators, intestates, executors and administrators; provided, however, that such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company or its Shareholders, and with respect to a criminal action or proceeding, had no knowledge that his conduct was unlawful. The right to indemnification conferred in these Articles shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter, an "**advancement of expenses**"); provided, however, that, if the Board requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Company of an undertaking (hereinafter, an "**undertaking**"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "**final adjudication**") that such indemnitee is not entitled to be indemnified for such expenses under these Articles or otherwise.
123. The Company hereby acknowledges that certain indemnitees may have certain rights to indemnification and/or insurance provided by any one or more Shareholders or any of their respective Affiliates (collectively, the "**Indemnitors**"). The Company hereby agrees that it is the indemnitor of first resort (i.e., its obligations to each indemnitee are primary and those of the Indemnitors are secondary), it shall be liable for the full amount of all indemnification claims made by the indemnitee pursuant to these Articles including advances for expenses ("**Indemnifiable Losses**") to the extent legally permitted and that it irrevocably waives any claims against the Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Indemnitors on behalf of any indemnitee with respect to any claim for which such indemnitee has sought indemnification from the Company shall affect the foregoing and the Indemnitors shall have a right of contribution

and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such indemnitee against the Company. Except as provided in this Article 123, in the event of any payment of Indemnifiable Losses, the Company shall be subrogated to the extent of such payment to all of the rights of contribution or recovery of the indemnitee against any other person or entity (other than the Indemnitors), and the indemnitee shall take, at the request of the Company, all reasonable action necessary to secure such rights, including the execution of such documents as are necessary to enable the Company to bring suit to enforce such rights. Notwithstanding anything to the contrary contained herein, this Article 123 shall be for the exclusive benefit of the Indemnitors and shall not result in any benefit to, or right of, any other person or entity.

124. If a claim under Article 122 is not paid in full by the Company within 60 days after a written claim has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 30 days, the indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of any undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the Company to recover an advancement of expenses pursuant to the terms of an undertaking the Company shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct pursuant to the laws of the Cayman Islands. Neither the failure of the Company (including the Board, independent legal counsel, or the Shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct pursuant to the laws of the Cayman Islands, nor an actual determination by the Company (including the Board, independent legal counsel or the Shareholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under these Articles or otherwise shall be on the Company.
125. The rights to indemnification and to the advancement of expenses conferred in these Articles shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, agreement (including the Shareholders Agreement), vote of Shareholders or disinterested Directors or otherwise.
126. No indemnitee shall be liable:
- (a) for the acts, receipts, neglects, defaults or omissions of any other Director or Officer or agent of the Company; or

- (b) for any loss on account of defect of title to any property of the Company; or
- (c) on account of the insufficiency of any security in or upon which any money of the Company shall be invested; or
- (d) for any loss incurred through any bank, broker or other similar Person; or
- (e) for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or oversight on such indemnitee's part; or
- (f) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities, or discretions of such indemnitee's office or in relation thereto;

unless the same shall happen through such indemnitee's own dishonesty, wilful default or fraud as determined by a court of competent jurisdiction.

127. In addition to, and not in limitation of Article 126, to the fullest extent permitted by the laws of the Cayman Islands:

- (a) none of the Hildene Directors or Shareholders who are institutional investors or their Affiliates shall owe, or be liable to the Company, its Subsidiaries or the Shareholders for breach of, fiduciary or other duties to the Company, its Subsidiaries or any other Shareholder, including fiduciary or other duties that may be related to or associated with self-dealing, corporate opportunity or otherwise, in each case except for those fiduciary duties which are not waivable under the laws of the Cayman Islands. Without limiting the generality of the foregoing, the Hildene Directors and Shareholders who are institutional investors shall not be subject to limits to pursue new business opportunities (commonly known as the corporate opportunity doctrine under Delaware law) and shall have no obligation to present business opportunities to the Company or its Subsidiaries, refrain from engaging in any line of business, refrain from investing in any Person or refrain from doing business with any Person;
- (b) in the event of any conflict of interest between the Company or any of its Subsidiaries, on the one hand, and any Hildene Investor or any of their respective Affiliates, on the other hand, such Hildene Investor (or any Hildene Directors) may act in its best interest and (ii) no Hildene Investor or any of their respective Affiliates or any Hildene Director, shall be obligated (A) to reveal to the Company or any of its Subsidiaries Confidential Information belonging to or relating to the business of such Person or any of its Affiliates or (B) to recommend or take any action in its capacity as a Shareholder or director, as the case may be, that prefers the interest of the Company or its Subsidiaries over the interest of such Person;
- (c) the Company and each Shareholder waives any claim or cause of action against any of the Hildene Investors, any Hildene Director, and any officer, employee, agent or Affiliate

of any such Person that may from time to time arise in respect of a breach by any such Person of any duty or obligation disclaimed under this Article 127;

- (d) the waivers, limitations, acknowledgments and agreements set forth in this Article 127 shall not apply to any alleged claim or cause of action against any Hildene Investor based upon the breach or non-performance by such Hildene Investor of the Shareholders Agreement or any other written agreement to which the Company and a Shareholder is a party; and
- (e) the provisions of this Article 127, to the extent that they restrict the duties and liabilities of any of the Hildene Investors or any Hildene Director otherwise existing at law or in equity replace such other duties and liabilities of the Hildene Investors or any such Hildene Director.

#### **NON-RECOGNITION OF TRUSTS**

128. Subject to the proviso hereto, no Person shall be recognised by the Company as holding any Share upon any trust and the Company shall not, unless required by law, be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or (except only as otherwise provided by these Articles, the Shareholders Agreement or as the Companies Law requires) any other right in respect of any Share except an absolute right to the entirety thereof in each Shareholder registered in the Register, provided that, notwithstanding the foregoing, the Company shall be entitled to recognise any such interests as shall be determined by the Directors.

#### **WINDING UP**

129. If, subject to Article 82 and the Shareholders Agreement, the Company shall be wound up the liquidator shall apply the assets of the Company in such manner and order as he thinks fit in satisfaction of creditors' claims.
130. If the Company shall be wound up, the liquidator may, with the sanction of an Ordinary Resolution (subject to these Articles and the Shareholders Agreement) divide amongst the Shareholders in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Shareholders or different Classes. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Shareholders as the liquidator, with the like sanction shall think fit, but so that no Shareholder shall be compelled to accept any assets whereon there is any liability.

**AMENDMENT OF ARTICLES OF ASSOCIATION**

131. Subject to the Companies Law, Article 82 and the Shareholders Agreement and the rights as may attach to the various Classes, the Company may at any time and from time to time by Special Resolution alter or amend these Articles in whole or in part.

**CLOSING OF REGISTER OR FIXING RECORD DATE**

132. For the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at any meeting of Shareholders or any adjournment thereof, or those Shareholders that are entitled to receive payment of any dividend, or in order to make a determination as to who is a Shareholder for any other purpose, the Directors may provide that the Register shall be closed for transfers for a stated period which shall not exceed in any case 40 days. If the Register shall be so closed for the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders the Register shall be so closed for at least ten days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the Register.
133. In lieu of or apart from closing the Register, the Directors may fix in advance a date as the record date for any such determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of the Shareholders and for the purpose of determining those Shareholders that are entitled to receive payment of any dividend the Directors may, at or within 90 days prior to the date of declaration of such dividend, fix a subsequent date as the record date for such determination.
134. If the Register is not so closed and no record date is fixed for the determination of those Shareholders entitled to receive notice of, attend or vote at a meeting of Shareholders or those Shareholders that are entitled to receive payment of a dividend, the date on which notice of the meeting is posted or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders has been made as provided in this Article, such determination shall apply to any adjournment thereof.

**REGISTRATION BY WAY OF CONTINUATION**

135. Subject to the Shareholders Agreement, the Company may by Special Resolution resolve to be registered by way of continuation in a jurisdiction outside the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing. In furtherance of a resolution adopted pursuant to this Article, the Directors may cause an application to be made to the Registrar of Companies to deregister the Company in the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing and may cause all such further steps as they consider appropriate to be taken to effect the transfer by way of continuation of the Company.



### **MERGERS AND CONSOLIDATION**

136. The Company may merge or consolidate in accordance with the Companies Law, these Articles (including Article 82) and the Shareholders Agreement.
137. To the extent required by the Companies Law (and subject to the Shareholders Agreement), the Company may by Special Resolution resolve to merge or consolidate the Company.

### **DISCLOSURE**

138. The Directors, or any authorised service providers (including the Officers, the Secretary and the registered office agent of the Company), shall be entitled to disclose to any regulatory or judicial authority, or to any stock exchange on which the Shares may from time to time be listed, any information regarding the affairs of the Company including, without limitation, information contained in the Register and books of the Company to the extent required (and only to the extent required) by such regulatory or judicial authority or stock exchange (as applicable).

**Exhibit C**

**Form of Stockholders Agreement**

SHAREHOLDERS AGREEMENT  
OF  
LUDLOW HOLDINGS (CAYMAN) LTD.

Dated as of [●], 2018

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THIS SHAREHOLDERS AGREEMENT REMAINS SUBJECT TO MODIFICATION PRIOR TO CONFIRMATION OF THE PLAN. THE CREDITORS' COMMITTEE HAS RAISED WITH THE PURCHASER CERTAIN COMMENTS REGARDING THOSE SECTIONS OF THIS SHAREHOLDERS AGREEMENT PROVIDING FOR MINORITY SHAREHOLDER PROTECTIONS, CERTAIN OF WHICH COMMENTS THE PURCHASER HAS NOT ACCEPTED. THERE IS NO ASSURANCE THAT ANY ADDITIONAL CHANGES WILL BE MADE TO THE SHAREHOLDERS AGREEMENT. CREDITORS IN CLASSES 4 AND 6 WHO ARE CONSIDERING MAKING AN EQUITY ELECTION ARE ENCOURAGED TO REVIEW THIS SHAREHOLDERS AGREEMENT AND TO CONSULT THEIR OWN LEGAL ADVISORS REGARDING THE RIGHTS AND OBLIGATIONS OF SHAREHOLDERS UNDER THIS AGREEMENT.

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## SHAREHOLDERS AGREEMENT<sup>1</sup>

This Shareholders Agreement (this “Agreement”) is made as of [●], 2018 by and among:

- (i) Ludlow Holdings (Cayman) Ltd.,<sup>2</sup> an exempted company limited by shares incorporated and existing under Cayman Law (the “Company”);
- (ii) Hildene Opportunities Master Fund, Ltd., an exempted company limited by shares incorporated and existing under Cayman Law (“HOF I”) and Hildene Opportunities Master Fund II, Ltd., an exempted company limited by shares incorporated and existing under Cayman Law (“HOF II”, and together with their respective Affiliate Transferees to whom HOF I or HOF II may from time to time Transfer Shares in accordance with this Agreement, collectively, the “Hildene Investors” and each a “Hildene Investor”);
- (iii) each other Person set forth on the list of investors attached hereto who holds Shares (“List of Investors”), together with each other Person who from time to time becomes a party hereto by executing a counterpart signature page hereof or a joinder agreement hereto (all such categories of Persons in this clause (iii), collectively, the “Other Investors” and each an “Other Investor”, and together with the Hildene Investors, collectively, the “Shareholders”);
- (iv) solely with respect to Sections 1.5, 2.13, 2.14, 2.16, 10.4 and Article 13, Scottish Annuity & Life Insurance Company (Cayman) Ltd., an exempted company limited by shares incorporated and existing under Cayman Law (“SALIC”) and Scottish Holdings, Inc., a Delaware corporation (“SHI”); and
- (v) solely with respect to Sections 2.13, 2.14, 2.16, 10.4 and Article 13, Scottish Re (Dublin) Designated Activity Company, a designated activity company limited by shares registered in Ireland (registered no. 336557) (“SRD”), Scottish Re (U.S.), Inc., a Delaware corporation (“SRUS”), and Scottish Re Life (Bermuda) Limited, an exempted company limited by shares incorporated and existing under the laws of Bermuda (“SRLB” and together with SALIC, SRD, SHI and SRUS, collectively, the “Company Subsidiaries”).

## RECITALS

WHEREAS, on January 28, 2018, SALIC and SHI (collectively, the “Debtors”) filed voluntary petitions for relief (each a “Chapter 11 Case,” and collectively, the “Chapter 11 Cases”) under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Delaware (the “Bankruptcy Court”);

WHEREAS, at the conclusion of the Auction (as defined in the Stock Purchase Agreement) held on May 30, 2018 pursuant to the Chapter 11 Case, the Debtors declared Hildene Re Holdings, LLC, a Delaware limited liability company (“Hildene Re”) to be the Winning Bidder (as defined in the Stock Purchase Agreement);

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<sup>1</sup>Subject to additional changes in the event no Other Investors elect Ludlow equity and become shareholders of Ludlow at Closing.

<sup>2</sup>To be updated at Closing to reflect new name (Ludlow Re Holdings (Cayman) Ltd.).

WHEREAS, on June 11, 2018, the Debtors and Hildene Re, as the Winning Bidder, entered into that certain Stock Purchase Agreement (as amended from time to time in accordance with its terms, the “Stock Purchase Agreement”) pursuant to which, among other things, Hildene Re agreed to acquire newly issued ordinary shares of SALIC representing all of the capital stock of SALIC immediately following the consummation of the transactions contemplated thereunder (the “Closing”);

WHEREAS, on [●], 2018, the Debtors filed that certain [Amended Chapter 11 Plan of Reorganization] (as the same may have been subsequently amended, modified or supplemented, the “Chapter 11 Plan”);

WHEREAS, on [●], 2018, the Bankruptcy Court entered an order confirming the Chapter 11 Plan, including this Agreement;

WHEREAS, the Chapter 11 Plan provides for, among other things, the issuance of Ordinary Shares and contemplates that, as a condition of receipt of such Ordinary Shares, each recipient is required to enter into this Agreement;

WHEREAS, on [●], 2018, Hildene Re and the Company entered into that certain [Assignment and Assumption Agreement] (the “SPA Assignment Agreement”) pursuant to which, among other things, Hildene Re assigned its rights under the Stock Purchase Agreement to the Company, including its rights to acquire all of the newly issued ordinary shares of SALIC at the Closing; and WHEREAS, the parties hereto desire to establish certain rights and obligations with respect to the composition of the Company’s Board of Directors (the “Board”) and other matters relating to the corporate governance of the Company and its Subsidiaries.

#### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **EFFECTIVENESS; REPRESENTATIONS AND WARRANTIES.**

1.1 **Closing**. This Agreement shall become effective upon the Closing.

1.2 **Definitions**. Except as otherwise provided herein, capitalized terms used herein are defined in Section 11.2 hereof.

1.3 **Representations and Warranties of the Shareholders**. Each Shareholder hereby severally (and not jointly) represents and warrants on the date hereof and the Plan Issuance Date, or the date such Person becomes a party hereto, as applicable, that:

1.3.1 if such Shareholder is an individual, such Shareholder has the legal capacity to enter into and perform his or her obligations under this Agreement and, if such Shareholder is not an individual, such Shareholder is duly incorporated or organized, validly existing and in good standing under the applicable laws of its jurisdiction of incorporation or formation, as applicable, and has the entity power and authority to carry out the transactions contemplated by this Agreement;

1.3.2 this Agreement has been duly authorized, executed and delivered by such Shareholder and constitutes the valid and binding obligation of such Shareholder,

enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, liquidation, wind-down, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and similar laws now or hereafter affecting creditors' rights and remedies generally and general principles of equity;

1.3.3 the execution and delivery by such Shareholder of this Agreement and the performance of such Shareholder's obligations hereunder do not and will not (a) conflict with or result in the breach of any of the terms, conditions, or provisions of, (b) constitute (or with notice or lapse of time or both constitute) a default under, (c) result in modification of the effect of, (d) give any third party the right to accelerate any obligation under, (e) result in a violation of, or (f) require any authorization, consent, approval, exemption, or other action by or notice to any Person, court or administrative or governmental body (other than in connection with certain state and federal securities laws) pursuant to, any law, statute, rule, regulation, instrument, order, judgment, or decree to which such Shareholder is subject, any material agreement or instrument to which such Shareholder is a party or to which such Shareholder or his, her, or its assets, properties, or securities may be bound or subject, or, if such Shareholder is not an individual, such Shareholder's Organizational Documents;

1.3.4 such Shareholder has not granted and is not a party to any proxy, voting trust or other agreement which violates any provision of this Agreement;

1.3.5 such Shareholder is an Accredited Investor and, in connection with the execution of this Agreement or thereafter, agrees to deliver certificates to that effect as the Board may request; and

1.3.6 such Shareholder has received, read and understands this Agreement.

1.4 Representations and Warranties of the Company. The Company represents and warrants on the date hereof that:

1.4.1 the Company is newly incorporated for the purpose of consummating the transactions contemplated by the Stock Purchase Agreement and the Chapter 11 Plan;

1.4.2 the Company is duly incorporated, validly existing and in good standing under Cayman Law, and has the corporate power and authority to carry out the transactions contemplated by this Agreement;

1.4.3 this Agreement has been duly authorized, executed and delivered by the Company and constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, liquidation, wind-down, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and similar laws now or hereafter affecting creditors' rights and remedies generally and general principles of equity; and

1.4.4 the Company has neither conducted business nor incurred any obligation or liability prior to the Closing, other than in connection with its incorporation and in preparing to and consummating the transactions contemplated by the Stock Purchase Agreement and the Chapter 11 Plan and any respective ancillary agreements thereto.



1.5 Non-Voting Securities. The parties hereto acknowledge and agree that none of the Company, SALIC or SHI shall issue non-voting equity securities; provided, however, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company, SALIC and SHI, as applicable and (c) in all events may be amended or eliminated in accordance with Cayman Law or other applicable law, including Delaware law (as applicable) as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in this Agreement in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. §1123(a)(6)).

## 2. GOVERNANCE.

2.1 Board Size. The size of the Board shall be determined in the manner set forth from time to time in the Articles and the Memorandum. As of the date hereof, the Board shall consist of five (5) directors; provided, however, that the size of the Board may not be increased or decreased without the consent of the Hildene Investors.

2.2 Board Composition. From and after the date hereof, each Shareholder shall vote all of his, her or its Shares and any other voting securities of the Company over which such holder has voting control and shall take all other necessary or desirable actions within his, her or its control (whether in his, her or its capacity as a Shareholder, director, member of a Board committee or officer of the Company, and including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), and the Company shall take all necessary or desirable actions within its control (including calling special Board and shareholder meetings), so that there shall be elected as members of the Board:

2.2.1 three (3) directors who shall be appointed as follows: (i) so long as the Hildene Investors have an Ownership Percentage of at least 25%, the Hildene Investors shall have the right to appoint all three (3) of the directors; (ii) so long as the Hildene Investors have an Ownership Percentage of at least 15% but less than 25%, the Hildene Investors shall have the right to appoint two (2) of the three (3) directors; and (iii) so long as the Hildene Investors have an Ownership Percentage of at least 5%, the Hildene Investors shall have the right to appoint one (1) of the three (3) directors (such directors as so appointed by the Hildene Investors, the "Hildene Directors"); provided, that, if the Hildene Investors fail to hold the requisite Ownership Percentages set forth in this Section 2.2.1, the Hildene Investors shall cause the requisite Hildene Directors to resign, at which time such vacancies on the Board shall be filled in accordance with Section 2.2.3; and

2.2.2 two (2) directors who shall be "independent" and "disinterested," meaning that he or she is not an employee or Affiliate of any Shareholder, the Company or any of their respective Affiliates (or any of their respective successors and assigns) and have insurance industry expertise (the "Independent Directors"), who shall be appointed as follows: (i) so long as the Hildene Investors have an Ownership Percentage of at least 25%, the Hildene Investors shall have the right to appoint two (2) Independent Directors, and (ii) so long as the Hildene Investors have an Ownership Percentage of at least 15%, the Hildene Investors shall have the right to appoint one (1) of the two (2) Independent Directors; provided, that, if the Hildene Investors fail to hold the requisite Ownership Percentages set forth in this Section 2.2.2, such requisite Independent Directors will be subject to reelection by a vote of the holders of a majority of Ordinary Shares at the next annual meeting of the shareholders of the Company.

2.2.3 Any such directors not appointed by the Hildene Investors as set forth above shall be appointed by a vote of the holders of a majority of the Ordinary Shares.

2.3 Quorum; Conduct of Business at Meetings of Directors. All members of the Board must be provided with advance notice of any meeting of the Board in accordance with the Articles. Any director shall be permitted to attend any meeting of the Board in person or by conference call or by similar communication equipment by way of which all Persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting. The presence, either in person or through participation by conference call, of at least a majority of the directors in office, including at least one (1) Hildene Director shall constitute a quorum for the transaction of business at any meeting of the Board or any committee thereof. Each director shall have one (1) vote on each matter presented to the Board for its consideration. Notwithstanding the foregoing, (a) if at such time the Hildene Investors are able to designate directors pursuant to Section 2.2.1(i) (x) but only one (1) Hildene Director is in attendance at a meeting of the Board or any committee thereof, such Hildene Director shall be deemed for all purposes to have three (3) votes and (y) if only two (2) Hildene Directors are in attendance at a meeting of the Board or any committee thereof, such Hildene Directors, acting unanimously, shall collectively have three (3) votes and (b) if at such time the Hildene Investors are able to designate directors pursuant to Section 2.2.1(ii) but only one (1) Hildene Director is in attendance at a meeting of the Board or any committee thereof, such Hildene Director shall be deemed for all purposes to have two (2) votes.

2.4 Initial Directors; Obligations of Company. The initial Hildene Directors designated and elected pursuant to Section 2.2.1 shall be Brett R. Jefferson, Dushyant Mehra and Seth A. Kurland. The initial Independent Directors designated and elected pursuant to Section 2.2.2 shall be Andrew A. Alberti and Jack Leventhal. Subject to the terms and conditions set forth herein, the Company shall cause the nominees designated in accordance with this Section 2 to be included as part of the slate of directors and to be recommended to, and appointed by the Shareholders, at each annual meeting of shareholders of the Company, and at any special meeting of the shareholders of the Company called for the appointment of directors. In furtherance of the foregoing, the Company and the Board shall, subject to applicable law, take such actions as necessary to cause the Hildene Directors and Independent Directors to be nominated and submitted to the shareholders of the Company for appointment to the Board, or appointed to the Board by the remaining directors in an annual or special meeting of the shareholders of the Company or any action by written consent to elect directors in lieu thereof.

2.5 Successor Directors. Each director shall serve until his or her successor is elected and qualified or until his or her earlier resignation, removal or death. If an individual who has been elected as a director shall cease to serve as a director for any reason, the Persons with the right to designate such individual under Section 2.2 (each, a “Nominating Party”), shall have the right to designate a successor designee, and each of the other Shareholders shall vote or cause to be voted, or execute, or cause to be executed, a written consent with respect to, all Shares beneficially owned by such Shareholder as to which such Shareholder is entitled to vote or direct the vote in favor of such election. Any director of the Company may be removed from the Board only upon the vote or written consent of the Nominating Party entitled to designate such director pursuant to Section 2.2, as applicable. In the event that a designation is not made pursuant to Section 2.2, as applicable, the Shareholders will use their best efforts to ensure that such position on the Board shall be left vacant until a nominee is so designated as provided herein.

2.6 Proxy. Each Shareholder hereby constitutes and appoints as the proxies of such Shareholder and hereby grants a power of attorney to the Board and any designee of the Board (who may be a director or an officer of the Company), and each of them, with full power of substitution, with

respect to the matters set forth herein, including, without limitation, all matters pertaining to election or removal of Persons as members of the Board or the quorum of the Board in accordance with this Section 2 and all matters relating to any Tag-Along Sale rights pursuant to Section 4.1 and Drag-Along Sale rights pursuant to Section 4.2, and hereby authorizes each of them to represent and vote, if and only if the Shareholder (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such Shareholder's Shares in accordance with the terms and provisions of this Agreement. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 10.3. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 10.3, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of its Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any other Person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein. Notwithstanding the foregoing, the provisions of this Section 2.6 shall not prevent a Shareholder from Transferring its Shares so long as such Transfer complies with the provisions of this Agreement, the Memorandum and Articles, including Section 3.

2.7 Committees. The Board, acting upon the approval of at least one (1) Hildene Director, may establish committees from time to time. All such committees and the members thereof shall be appointed by the Board. Except as otherwise determined by the Hildene Directors, the Hildene Directors shall control a majority of the votes of any committee.

2.8 [Board Observer].<sup>3</sup> So long as the EJV Investor, together with its Affiliates, continue to hold all of the Shares issued to the EJV Investor on the Plan Issuance Date, the EJV Investor shall have the right to designate one (1) non-voting observer to the Board (the "EJV Board Observer"). The initial EJV Board Observer shall be, and hereby is, [●]. The EJV Board Observer shall be entitled to attend each meeting of the Board and receive all information provided to the directors in connection with any such meeting, in each case, subject to redaction and recusal procedures as reasonably determined by the Board, at the same time and in the same manner such materials are provided to the directors; provided, that, under no circumstances shall a Restricted Person be permitted to act as a Board Observer. For the avoidance of doubt, the presence of the EJV Board Observer shall in no case be necessary for a quorum of the Board. The EJV Investor acknowledges and agrees that each EJV Board Observer, in his or her capacity as such, shall, if requested by the Company, execute a confidentiality agreement in a form reasonably satisfactory to the Company. Notwithstanding the foregoing, the Company shall have the right to exclude the EJV Board Observer from (i) any meetings (or portions thereof) of the Board or committees of such, and/or (ii) receiving any information and materials (or the relevant portions thereof), in each case, to the extent that the Board determines that such exclusion is necessary to avoid a potential or perceived conflict of interest, disclosure of trade secrets or to protect attorney-client privilege. Any action taken by the Company in connection with the foregoing shall have no impact on the validity or any decision made or action taken by the Board. The EJV Board Observer shall have no further right to attend or receive any materials of any meetings of the Board if the EJV Investor ceases to hold all of the Shares issued to the EJV Investor on the Plan Issuance Date. At no time shall more than one (1) individual exercise the rights granted pursuant to this Section 2.8.]

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<sup>3</sup>To be included in the event EJV makes a New Equity Election.

2.9 Reimbursement. The Company shall reimburse the members of the Board [(but not, for the avoidance of doubt, the EJV Board Observer)] for their reasonable travel and out-of-pocket expenses in attending meetings of the Board and committees thereof (consistent with the Company's travel expense reimbursement policy).

2.10 Directors' and Officers' Insurance. The Company will purchase and will use its reasonable best efforts to maintain director and officer liability insurance in such amounts and such limits as reasonably determined by the Board on behalf of any Person who is or was a member of the Board against any liability asserted against him or incurred by him in any capacity as such, whether or not the Company would have the power to indemnify him against that liability under the Memorandum or Articles, which obligation may be satisfied, at the discretion of the Board, by the Company's purchase of director and officer liability insurance covering the Company and its Subsidiaries.

2.11 No Liability for Board Designees or Board Observer. No Shareholder, nor any Affiliate of any Shareholder, shall have any liability as a result of designating a Hildene Director, Independent Director [or EJV Board Observer], for any act or omission by such Hildene Director, Independent Director [or EJV Board Observer] in his or her capacity as a director of the Company [or as an EJV Board Observer], as applicable, nor shall any Shareholder or any Affiliate thereof have any liability as a result of voting for any such director in accordance with the provisions of this Agreement.

2.12 Restricted Actions of the Company. Notwithstanding anything contained herein to the contrary, and in no way limiting the actions over which approval by the Board may be required, any material action, agreement, undertaking, or authorization of the Company outside of the ordinary course of business consistent with past practice of the Company or that is material to the Company, must be approved by the Board. Without limiting the generality of the foregoing, so long as the Hildene Investors have an Ownership Percentage of at least 15%, the Company shall not take, nor shall a Shareholder approve or otherwise take, any of the following actions (the "Restricted Actions") unless it has obtained the prior written consent of the Hildene Investors:

2.12.1 any sale or other disposition of all or a majority of the assets of the Company and its Subsidiaries, or sale or other disposition of any other material assets outside the ordinary course of business consistent with past practice;

2.12.2 any merger, recapitalization, reorganization or consolidation of the Company or any of its Subsidiaries or other transactions that would result in a Change of Control;

2.12.3 permitting or allowing the Company or any Subsidiary to (1) file, or consent or acquiesce to, a petition for relief under any bankruptcy law; (2) make a general assignment, arrangement or composition with or for the benefit of its creditors; (3) seek or become subject to the appointment of an administrator, provisional liquidator, liquidator, conservator, receiver, trustee custodian or other similar official for it or for all or substantially all its assets; (4) wind up the Company's or any of the Subsidiaries' affairs, dissolve or liquidate; or (5) be party to any merger, conversion, consolidation, reorganization, recapitalization or other similar corporate transaction or effect any other fundamental change in legal form or structure;

2.12.4 create, by reclassification or otherwise, increase or decrease the number of authorized Ordinary Shares of, or issue, or obligate itself to issue, any class or series of Ordinary Shares or other equity interests of the Company or the Subsidiaries of the Company, including any security convertible into or exchangeable or exercisable for

Ordinary Shares or other equity securities of the Company or the Subsidiaries; or effect a split, combination, subdivision or reclassification of Shares or other equity securities of the Company or the Subsidiaries of the Company;

2.12.5 any material acquisition of businesses, companies or assets;

2.12.6 declaration and/or payment of any dividends upon the Shares (other than on a pro rata basis);

2.12.7 any non-pro rata repurchase, acquisition, redemption or retirement of Capital Stock or other equity interests of the Company or any of its Subsidiaries (except for purchases from employees of the Company or any of its Subsidiaries upon termination of employment);

2.12.8 any amendment to or waiver of any provision of the Articles, Memorandum, Shareholders Agreement or other Organizational Documents of the Company or any Subsidiary of the Company, other than amendments, waivers and/or alterations that are ministerial in nature;

2.12.9 any material change to the general nature of the businesses of the Company or any Subsidiary of the Company (including making any substantial changes in the general business strategy or operations of the Company or any of the Subsidiaries or entering into any new line of business);

2.12.10 (A) entry into any joint venture, partnership or similar arrangement with any other Person or (B) make any capital contributions, loans and/or other investments to or in any other Person in excess of \$[●] on an individual basis or \$[●] in the aggregate, in each case applied to the Company and all of the Subsidiaries of the Company in the aggregate;

2.12.11 (1) any issuance of debt securities or incurrence or guarantee of indebtedness for borrowed money, (2) entry into any loans or advances, or (3) any pledge or grant of any lien, security interest, encumbrance or other charge on any asset of the Company or any Subsidiary, other than:

(x) with respect to this Section 2.12.11, allocations of costs, fees and expenses and reimbursements between or among the Company and/or its Subsidiaries in the ordinary course of business consistent with past practice,

(y) with respect to clause (2) of this Section 2.12.11, (i) advances in the ordinary course of business consistent with past practice in connection with reinsurance and retrocession agreements among the Company's Subsidiaries, which agreements are in effect as of the date of this Agreement or are entered into after the date of this Agreement in accordance with this Agreement (including Section 2.12.14) or (ii) any obligations of the Company or its Subsidiaries to advance expenses pursuant to and in accordance with indemnification obligations of the Company or such Subsidiary under its respective Organizational Documents or other indemnification agreements; and

(z) with respect to clause (3) of this Section 2.12.11, statutory liens arising by operation of law and pledges, liens, security interests, encumbrances and other

charges on assets of a Subsidiary of the Company made in the ordinary course of business consistent with past practice pursuant to reinsurance or retrocession agreements of the Company's Subsidiaries, which agreements are in effect as of the date of this Agreement or are entered into after the date of this Agreement in accordance with this Agreement (including Section 2.12.14);

2.12.12 entry into or consummation of any debt restructuring, refinancing or similar transaction pursuant to which debt holders of the Company would hold equity securities of the Company following such transaction;

2.12.13 entry into or thereafter amend any agreement, transaction or series of related transactions with Affiliates of the Company (other than wholly-owned Subsidiaries) other than on arm's-length market terms (as determined by the Board);

2.12.14 entry into or thereafter amend any material agreements between the Company and any of its Subsidiaries or among the Company's Subsidiaries, other than immaterial amendments of a ministerial nature made in the ordinary course of business consistent with past practice;

2.12.15 any termination or hiring of, setting compensation for and entering into employment agreements with the chief executive officer or other executive officers;

2.12.16 any approval, adoption or modification of any equity or cash incentive plan or other benefit plan with respect to employees, directors or service providers of the Company or its Subsidiaries or otherwise increase the equity or cash incentive pool under any such incentive plan that was previously approved by the Board;

2.12.17 effecting a change in organizational form or otherwise taking any action that would, or would be reasonably likely to, result in adverse tax consequences to Shareholders;

2.12.18 commence an Initial Public Offering or listing on a National Securities Exchange; or

2.12.19 agree or commit to any of the foregoing.

2.13 Restricted Actions of the Company's Subsidiaries. Notwithstanding anything contained herein to the contrary, and in no way limiting the actions over which approval by the board of directors or similar governing body of each Subsidiary of the Company may be required, any material action, agreement, undertaking, or authorization of any Subsidiary of the Company outside of the ordinary course of business consistent with past practice of such Subsidiary or that is material to such Subsidiary, must be approved by the board of directors (or similar governing body) of such Subsidiary and the direct parent entity of such Subsidiary. Without limiting the generality of the foregoing, so long as the Hildene Investors have an Ownership Percentage of at least 15%, no Subsidiary of the Company shall take any Restricted Action (as such Restricted Action would apply to such Subsidiary) unless it has obtained the prior written consent of such Subsidiary's direct parent entity (it being understood that such consent of such direct parent shall likewise be subject to approval of such Subsidiaries' direct parent entity, as the case may be, with any related consent of the Board (on behalf of the Company), requiring consent of the Hildene Investors in accord with Section 2.12). Any violation by a Subsidiary of the Company of this Section 2.13 shall be deemed a violation of such Subsidiary's Organizational Documents. Upon the Company's request and subject to all applicable regulatory approval, each



Company Subsidiary shall amend such Subsidiary's Organizational Documents to further implement the consent rights as contemplated by this Section 2.13.

2.14 Approval of Certain Company Affiliate Transactions. In addition to, and not in limitation of the provisions of Sections 2.12 and 2.13, the prior written consent of a majority of the Board, including at least one (1) Independent Director, shall be required in order for the Company or any of its Subsidiaries to enter into any agreement, transaction or series of related transactions with an Affiliate of the Company (other than with another wholly-owned Subsidiary of the Company) that are not otherwise on arm's-length market terms (as determined by the Board).

2.15 Exculpation and Indemnification. The Company shall cause its Memorandum and Articles to provide that all members of the Board shall, to the fullest extent permitted by applicable Cayman Law, be exculpated from any liability arising out of the operation of the Company or any actions in their capacity as directors of the Company. The Company shall cause its Memorandum and Articles to provide that the directors and each of their respective Affiliates shall, to the fullest extent permitted by Cayman Law, be indemnified by the Company against any liability arising out of the operation of the Company or any actions in their capacity as directors of the Company.

2.16 Waiver of Certain Duties. Each party hereto hereby, to the fullest extent permitted by Cayman Law:

(a) acknowledges and agrees that none of the Hildene Directors or Shareholders who are institutional investors or their Affiliates shall owe, or be liable to the Company, its Subsidiaries or the Shareholders for breach of, fiduciary or other duties to the Company, its Subsidiaries or any other Shareholder, including fiduciary or other duties that may be related to or associated with self-dealing, corporate opportunity or otherwise, in each case except for those fiduciary duties which are not waivable under Cayman Law. Without limiting the generality of the foregoing, the Hildene Directors and Shareholders who are institutional investors shall not be subject to limits to pursue new business opportunities (commonly known as the corporate opportunity doctrine under Delaware law) and shall have no obligation to present business opportunities to the Company or its Subsidiaries, refrain from engaging in any line of business, refrain from investing in any Person or refrain from doing business with any Person;

(b) acknowledges and agrees that (i) in the event of any conflict of interest between the Company or any of its Subsidiaries, on the one hand, and any Hildene Investor or any of their respective Affiliates, on the other hand, such Hildene Investor (or any Hildene Directors) may act in its best interest and (ii) no Hildene Investor or any of their respective Affiliates or any Hildene Director, shall be obligated (A) to reveal to the Company or any of its Subsidiaries Confidential Information belonging to or relating to the business of such Person or any of its Affiliates or (B) to recommend or take any action in its capacity as a Shareholder or director, as the case may be, that prefers the interest of the Company or its Subsidiaries over the interest of such Person;

(c) waives (and each Subsidiary of the Company hereby waives) any claim or cause of action against any of the Hildene Investors, any Hildene Director, and any officer, employee, agent or Affiliate of any such Person that

may from time to time arise in respect of a breach by any such Person of any duty or obligation disclaimed under this Section 2.16;

(d) agrees that the waivers, limitations, acknowledgments and agreements set forth in this Section 2.16 shall not apply to any alleged claim or cause of action against any Hildene Investor based upon the breach or nonperformance by such Hildene Investor of this Agreement or any other written agreement to which such Person is a party; and

(e) agrees that the provisions of this Section 2.16, to the extent that they restrict the duties and liabilities of any of the Hildene Investors or any Hildene Director otherwise existing at law or in equity, replace such other duties and liabilities of the Hildene Investors or any such Hildene Director to the fullest extent permitted by Cayman Law.

2.17 Additional Voting Matters. So long as the Hildene Investors have an Ownership Percentage of at least 15%, each Shareholder agrees to vote its Shares in any Ordinary Resolution or Special Resolution as may be required under the Articles and/or Cayman Law as directed by the Hildene Investors, except with respect to Article 137 of the Articles (which is otherwise the subject of Article IV of this Agreement), Article 131 of the Articles (except if such amendment would have a material and adverse effect on the rights of such Shareholder in a manner disproportionate to the impact of such amendment on the rights of other Shareholders (with due regard to the varying rights of Shareholders under the Articles and this Agreement)) and Article 67(c) of the Articles.

### 3. TRANSFER OF SHARES.

3.1 Shareholder Transfers. No Shareholder shall Transfer any Shares whether presently owned or hereafter acquired by it at any time without the prior written approval of the Board, except for Transfers as permitted in accordance with this Agreement, the Articles and the Memorandum (it being understood that a Transfer by a Shareholder to its Affiliate shall not require approval of the Board so long as such Transfers complies with the procedures set forth in this Section 3). Other than in compliance with any exercise of Drag-Along Sale rights pursuant to Section 4.2, in addition to any other Transfer restriction set forth in the Articles or Memorandum, no Shareholder shall Transfer any of such Shareholder's Shares to any Competitor.

#### 3.2 Procedures.

3.2.1 Prior to effectuating any Transfer of Shares, other than in compliance with any exercise of Tag-Along Sale rights, Drag-Along Sale rights or Transfers to the Company, the Shareholder proposing to make such Transfer shall deliver to the Company:

(a) written notice of such proposed Transfer, including the name of the Person or Persons to whom the proposed Transfer is to be made and a detailed description of the circumstances giving rise to the proposed Transfer;

(b) form of proposed transfer documentation (if in addition to the Exhibits hereto), which shall be in form and substance reasonably acceptable to the Board;



(c) if reasonably requested by the Company, an opinion of legal counsel in form and substance reasonably satisfactory to the Company's legal counsel that such Transfer may be made without registration under Section 5 under the Securities Act and any applicable state or foreign securities laws; provided, that, no such opinion shall be required from any Shareholder that the Company determines (x) is Transferring Shares received in connection with the Closing pursuant to the Chapter 11 Plan and that are subject to the exemption provided by Section 1145 of the Bankruptcy Code and (y) is not, and was not at any time during the 90 days immediately before the proposed Transfer, an "affiliate" of the Company (as defined in Rule 144);

(d) evidence, in form and substance acceptable to the Board, that the prospective Transferee in such proposed Transfer has complied with any notice or applications required to be filed with any applicable governmental authority with respect to the Transfer and has received any required regulatory approvals; and

(e) such other information as the Company may reasonably request in order to determine that the proposed Transfer will be made in compliance with the provisions of this Agreement (including information used to determine whether any Person to whom the proposed Transfer is to be made is an Accredited Investor).

3.2.2 Notwithstanding anything to the contrary set forth herein, no Transfer of Shares by a Shareholder shall be permitted unless such Transfer would not:

(a) violate the Securities Act, any state securities or "blue sky" laws or other applicable securities laws;

(b) result in the Company being required to become a reporting company under the Exchange Act;

(c) otherwise violate, or cause the Company or any of its Subsidiaries to violate, any applicable law;

(d) cause all or any portion of the assets of the Company or any of its Subsidiaries to constitute "plan assets" of any Shareholder under ERISA or the Code or to be subject to the provisions of ERISA or the Code to substantially the same extent as if owned directly by any Shareholder; and

(e) prior to the consummation of an Initial Public Offering, result in the Company, any newly formed direct or indirect parent thereof or any direct or indirect Subsidiary or investment holding vehicle with respect to any of the foregoing being required to file reports pursuant to Section 13(a) or Section 15(d) of the Exchange Act or being required to register a class of securities pursuant to Section 12(g) of the Exchange Act.

The Board may waive any of the conditions set forth in the foregoing clauses (a) through (e) or otherwise require that the transferor deliver evidence in form and substance satisfactory to the Board that such Transfer does not violate any of the provisions in the foregoing clauses (a) through (e).

3.3 Rights and Obligations of Transferees.

3.3.1 Prior to the consummation of a Transfer of any Shares by any Shareholder or any transferee other than a Transfer of Shares pursuant to an effective registration statement under the Securities Act or in compliance with a Drag-Along Sale, as a condition thereto, the applicable transferee or subsequent transferee shall (i) agree in writing in the form attached as Exhibit A hereto to assume all of the obligations in this Agreement applicable to the transferring Shareholder with respect to such Shares being Transferred and (ii) become a party to this Agreement by completing and executing a joinder agreement to this Agreement in substantially the form of Exhibit C attached hereto (a “Joinder”).

3.3.2 Any Transfer of any Shares or purported Transfer of any Shares in violation of any provision of this Agreement shall be null and void *ab initio*. The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 3 and to seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

4. “TAG-ALONG”, “DRAG-ALONG” AND OTHER TRANSFER RIGHTS.

4.1 Tag-Along to Transfer by Tag-Along Seller. If one or more Shareholders proposes to Transfer a majority of the outstanding Shares in a bona fide arm’s length transaction to any Prospective Buyer (a “Tag-Along Sale”) and the Dragging Shareholders cannot or have not elected to exercise their drag-along rights set forth in Section 4.2, such Shareholders (the “Tag-Along Sellers”) shall deliver a written notice (the “Tag-Along Notice”) to each other holder of issued and outstanding Shares (each, a “Tag-Along Holder”) at least ten (10) calendar days prior to such proposed Tag-Along Sale. This Section 4.1 shall not apply in connection with (i) a Drag-Along Sale pursuant to Section 4.2, (ii) Transfers of Shares in or following an Initial Public Offering or (iii) Transfers of Shares by a Shareholder to any Closing Shareholder or its Affiliates.

4.1.1 Tag-Along Notice. The Tag-Along Notice shall include:

(a) the principal terms of the proposed Tag-Along Sale, including (i) the number of Shares to be purchased from the Tag-Along Sellers, (ii) a fraction expressed as a percentage, determined by dividing the number of Shares to be purchased from the Tag-Along Sellers by the total number of issued and outstanding Shares owned by the Tag-Along Sellers (the “Tag-Along Sale Percentage”), (iii) the price per Share to be received by the Tag-Along Sellers or, if not reasonably determinable, the Tag-Along Sellers’ good faith, reasonable determination of the maximum and minimum price per Share and (iv) the name of the Prospective Buyer; and

(b) an offer to each Tag-Along Holder to include in the proposed Transfer to the applicable Prospective Buyer Shares held by such Tag-Along Holder that shall not exceed the Tag-Along Sale Percentage of the total number of issued and outstanding Shares owned by such Tag-Along Holder.

Notwithstanding the delivery of any Tag-Along Notice, all determinations as to whether to complete any Tag-Along Sale and as to the timing, manner, price and other terms and conditions of any such Tag-Along Sale shall be at the sole discretion of the Tag-Along Sellers, and the Tag-Along Sellers, their respective

Affiliates and any other Person acting on behalf of the foregoing shall have no liability to any other Shareholder arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Tag-Along Sale, except to the extent such Tag-Along Sellers fail to comply with the provisions of this Section 4.1.

4.1.2 Exercise. Within seven (7) calendar days after the delivery of the Tag-Along Notice, each Tag-Along Holder desiring to include issued and outstanding Shares in the proposed Tag-Along Sale (each a "Tag-Along Participating Holder" and, together with the Tag-Along Sellers, collectively, the "Tag-Along Participants") shall furnish a written notice (the "Tag-Along Offer") to the Tag-Along Sellers setting forth a number of Shares (not in any event to exceed the Tag-Along Sale Percentage of the total number of issued and outstanding Shares owned by such Tag-Along Participating Holder computed as set forth in Section 4.1.1(a)) that such Tag-Along Participating Holder desires to have included in the proposed Tag-Along Sale. Each Tag-Along Holder who does not accept the Tag-Along Sellers' invitation to make an offer to include Shares in the proposed Tag-Along Sale within such period shall be deemed to have waived all participation rights with respect to such Tag-Along Sale, and the Tag-Along Participants shall thereafter be free to Transfer to the Prospective Buyer, at a price per Share no greater than the price per Share set forth in the Tag-Along Notice and on other terms which are not materially more favorable in the aggregate to the Tag-Along Participants than those set forth in the Tag-Along Notice, without any further obligation to such non-accepting Tag-Along Holder.

4.1.3 Irrevocable Offer. The offer of each Tag-Along Participating Holder contained in its Tag-Along Offer shall be irrevocable, and, to the extent such offer is accepted and the Tag-Along Sellers consummate the proposed Tag-Along Sale, such Tag-Along Participating Holder shall be bound and obligated to Transfer in the proposed Tag-Along Sale up to such number of Shares as such Tag-Along Participating Holder shall have specified in its Tag-Along Offer in accordance with the terms hereof; provided, however, that if the principal terms of the proposed Transfer change with the result that the price per Share shall be less than the price per Share set forth in the Tag-Along Notice or the other terms shall be materially less favorable in the aggregate to the Tag-Along Participants than those set forth in the Tag-Along Notice, each Tag-Along Participating Holder shall be permitted to withdraw the offer contained in its Tag-Along Offer by delivering a written withdrawal to the Tag-Along Sellers within three (3) Business Days of being notified of such change and shall thereafter be released from its obligations thereunder.

4.1.4 Reduction of Shares Transferred. The Tag-Along Sellers shall attempt to obtain the inclusion in the proposed Tag-Along Sale of the entire number of Shares which each of the Tag-Along Participants requested to have included in the Tag-Along Sale (as evidenced, in the case of the Tag-Along Sellers, by the Tag-Along Notice and, in the case of each Tag-Along Participating Holder, by such Tag-Along Participating Holder's Tag-Along Offer). In the event the Tag-Along Sellers shall be unable to obtain the inclusion of such entire number of Shares in the proposed Tag-Along Sale, the number of Shares to be sold in the proposed Tag-Along Sale shall be allocated among the Tag-Along Participants in proportion, as nearly as practicable, to the respective number of Shares specified for Transfer in accordance with this Section 4.1 by each Tag-Along Participant.

#### 4.2 Drag Along.

4.2.1 Each Shareholder (the “Dragged Shareholders”) hereby agrees, if requested by (x) the Company, in connection with a transaction approved by the Board or (y) subject to Section 2.12, by one or more Shareholders that, directly or indirectly, own or hold, collectively with their Affiliates, a majority of the outstanding Shares (such holders, collectively the “Dragging Shareholder”) pursuant to a Drag-Along Notice, to Transfer Shares, directly or indirectly (whether via a sale of equity interests, merger, consolidation, combination, sale of all or substantially all of the assets of the Company or other reorganization), to a Prospective Buyer or otherwise consent to and/or participate in a Change of Control (as approved in accordance with this Agreement and the Organizational Documents of the Company), in the manner and on the terms set forth in this Section 4.2 and Section 4.3 (a “Drag-Along Sale”). If the Company or Dragging Shareholder, as applicable, elects to exercise their rights under this Section 4.2, the Company or Dragging Shareholder, as applicable, shall furnish a written notice (the “Drag-Along Notice”) to the Dragged Shareholders. The Drag-Along Notice shall set forth the principal terms of the Drag-Along Sale based upon negotiations with the Prospective Buyer, including (i) the price per Share consideration (or a reasonable estimate thereof) and cash or securities or other property to be received by the Dragged Shareholders and the Company or Dragging Shareholders, as the case may be, in the Drag-Along Sale and (ii) the name and identity of the Prospective Buyer. If the Company or Dragging Shareholder, as applicable, consummate the Drag-Along Sale to which reference is made in the Drag-Along Notice, each Dragged Shareholder shall be bound and obligated to Transfer, directly or indirectly (whether via a sale of equity interests, merger, consolidation, combination or other reorganization), all of its Shares in such Drag-Along Sale. The Company or the Dragging Shareholders, as applicable, shall, in their sole discretion, decide whether or not to pursue, consummate, postpone or abandon any proposed Drag-Along Sale and the terms and conditions thereof. Subject to Section 4.3, each Dragged Shareholder hereby constitutes and appoints the Company and each Dragging Shareholder, if applicable, with full power of substitution, as such Dragged Shareholder’s true and lawful representative and attorney-in-fact, in such Dragged Shareholder’s name, place and stead, to execute and deliver any and all agreements that the Company or any of the Dragging Shareholders who requested such Drag-Along Sale reasonably believe are consistent with this Section 4.2 and Section 4.3, and the Company or the Dragging Shareholders shall provide a copy of such agreements to such Dragged Shareholder within five (5) Business Days of execution. The foregoing power of attorney is coupled with an interest and shall continue in full force and effect notwithstanding the subsequent death, incapacity, bankruptcy, liquidation, wind-down or dissolution of any Dragged Shareholder.

4.2.2 If a merger, consolidation, recapitalization, sale of all or substantially all the assets (other than a sale to, or a consolidation or merger with or into, any Subsidiary of the Company, the Hildene Investors, or any Affiliate of any such Person (except, with respect to the Company, any Other Investor)) or any other Change of Control transaction is approved in accordance with this Agreement and the Organizational Documents of the Company, the Shareholders shall consent to and cooperate fully with respect thereto and, without limiting the generality of the foregoing, shall not in any way object to or exercise any appraisal rights in connection with such merger, consolidation, recapitalization, sale of assets or Change of Control transaction.

4.3 Certain Terms and Conditions. The following provisions shall be applied to any proposed Transfer of Shares or other transaction to which Section 4.1 or Section 4.2 applies (each, a “Transaction”), except to the extent any provision of this Section 4.3 by its terms only applies to a specified subset of such Sections:

4.3.1 Consideration. In the event the consideration to be paid in exchange for Shares includes securities, the Principal Seller shall have the right, but not the obligation, to cause to be paid to each Participating Holder in lieu thereof, against surrender of the Shares which would have otherwise been Transferred by such Participating Holder in the Transaction, an amount in cash equal to the Fair Market Value of such Shares as of the date such securities would have been issued in exchange for such Shares, in each case, to the extent (x) any such Participating Holder is not an Accredited Investor, (y) necessary to comply with securities laws or (z) to implement a cash out of holders with insignificant equity interests for ease of administration.

4.3.2 Agreements and Obligations. Each Participating Holder, whether in such Person’s capacity as a Participating Holder, Shareholder, officer, director or employee of the Company, shall, to the maximum extent permitted by law, take or cause to be taken all such actions as may be necessary or reasonably desirable in order to consummate expeditiously each Transaction, including by executing, acknowledging and delivering consents, assignments, waivers and other agreements, documents or instruments, including a release of claims, furnishing information and copies of documents, filing applications, reports, returns, filings and other documents or instruments with governmental authorities, and otherwise cooperating with the Principal Seller and the Prospective Buyer(s), if applicable, in each case, on the same terms and conditions as the Principal Seller, except that it is acknowledged and agreed that employees of the Company or its Subsidiaries may be required to enter into restrictive covenant agreements that differ from the Dragging Shareholder’s agreements. Without limiting the generality of the foregoing:

(a) each Participating Holder hereby agrees (i) to fully cooperate with the Principal Seller in the consummation of the transaction, (ii) not to exercise any applicable appraisal and/or dissenter’s rights and (iii) not to, directly or indirectly, bring or maintain any claim by virtue of, or based upon, any fiduciary duty that may be owed to such Participating Holder by any Person (whether as a Principal Seller, Shareholder, director or otherwise), in each case, in connection with any Transaction;

(b) each Participating Holder (to the extent that the Principal Seller is similarly obligated) shall, on a several and not joint or joint and several basis, make customary individual fundamental representations and warranties as to the unencumbered title to such Participating Holder’s Shares, the power, authority and legal right to enter into any applicable agreement to which such Participating Holder becomes a party and to Transfer its Shares pursuant thereto, the absence of any encumbrances or other litigation with respect to its Shares or the Transfer thereof, the enforceability of any applicable agreement to which such Participating Holder becomes a party, the absence of any conflicts, consents or approvals in connection with any applicable agreement to which such Participating Holder becomes a party or the Transfer of its Shares pursuant thereto, and any broker, investment banker or similar Persons engaged by or on behalf of such Participating Holder and other representations and warranties of

the nature set forth in Section 1.3 and provide customary indemnification with respect to a breach thereof;

(c) each Participating Holder (to the extent that the Principal Seller is similarly obligated) shall, on a several and not joint or joint and several basis, be liable (whether by transaction expenses, purchase price adjustment, escrows, indemnity payments or other similar items) in respect of representations, warranties, covenants and agreements in respect of the Company and/or its Subsidiaries;

(d) no Participating Holder or Principal Seller shall be liable for any individual representation, warranty, covenant or other agreements made by any other Participating Holder or the Principal Seller (except to the extent that all or a portion of the funds payable to a Participating Holder or the Principal Seller are paid out of an escrow established for the benefit of the proposed Prospective Buyer and subject to offset and reductions); and

(e) except in the case of the Company's, a Participating Holder's or Principal Seller's common law actual fraud or a Participating Holder's or Principal Seller's willful breach of a covenant, the aggregate liability of each Participating Holder and Principal Seller shall in no event exceed the Transaction proceeds received by such Participating Holder or Principal Seller, as the case may be, in connection with such Transaction, and no Participating Holder or Principal Seller shall bear liability for the representations, warranties and covenants of the Company or its Subsidiaries (and the indemnification obligations with respect thereto) in a Transaction in a manner that is disproportionate to such respective proceeds received by such Participating Holder or Principal Seller.

4.3.3 No Liability. No Principal Seller or its Affiliates or any other Person acting on behalf of the foregoing shall have any liability to any other Shareholder arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any Transaction except to the extent such Principal Seller shall have failed to comply with the provisions of this Section 4.

4.3.4 Closing. The closing of a Transaction shall take place at such time and place as the Principal Seller shall specify by notice to each Participating Holder. At the closing of such Transaction, each Participating Holder shall (if applicable) deliver the certificates, if any, subject to Section 9.2, evidencing the Shares to be Transferred by such Participating Holder, duly endorsed, or with stock (or equivalent) powers duly endorsed for transfer with signature guaranteed, or other instruments of assignment as determined by the Principal Seller, in each case free and clear of any liens or encumbrances (other than pursuant to applicable securities laws, and with any applicable transfer tax stamps affixed).

4.3.5 Expenses. In connection with the consummation of any Transaction, each Participating Holder shall pay its pro rata share (based on each such Shareholder's share of the aggregate proceeds paid with respect to such Transaction) of the expenses incurred by the Company and the Principal Seller in connection with such Transaction.



## 5. PREEMPTIVE RIGHTS.

5.1 Preemptive Rights.

5.1.1 Subject to the terms and conditions of this Section 5 and applicable law, if the Company proposes to offer, sell or issue Capital Stock except for any Excluded Issuance (collectively, the “Preemptive Shares”), then the Company shall give each Key Holder that is an Accredited Investor, pursuant to Section 12.3, written notice of such proposed issuance at least ten (10) Business Days prior to the proposed issuance date (an “Issuance Notice”). The Issuance Notice shall specify the number and class of Preemptive Shares and the price (or a good faith range of the price if the final price is not then determinable) at which such Preemptive Shares are proposed to be issued and the other material terms and conditions of such Preemptive Shares and of the issuance, including the proposed closing date. Each Key Holder shall be entitled to purchase, at the price and on the other terms and conditions specified in the Issuance Notice, up to a number of Preemptive Shares equal to its pro rata portion which shall be calculated as (x) the number of Preemptive Shares proposed to be issued by the Company *multiplied by* (y) the Ownership Percentage, of such Key Holder as of immediately prior to the proposed issuance; provided, that, if a range is provided in the Issuance Notice then each Key Holder shall be entitled to condition such participation to within such specified price range.

5.1.2 A Key Holder may exercise its right to purchase its pro rata portion of the Preemptive Shares by delivering written notice of its election to purchase such Preemptive Shares to the Company within five (5) Business Days after receipt of the Issuance Notice. A delivery of such notice by such Key Holder shall constitute a binding agreement of such Key Holder to purchase, at the price and on the terms and conditions specified in the Issuance Notice, the number of Preemptive Shares specified in such Key Holder’s notice. If, at the end of such five (5) Business Day period, any Key Holder has not exercised its right to purchase any of its pro rata portion of such Preemptive Shares by delivering such notice, such Key Holder shall be deemed to have waived all of its rights under this Section 5 with respect to the purchase of such Preemptive Shares specified in the applicable Issuance Notice.

5.1.3 If any of the Key Holders fails to exercise its right to purchase its pro rata portion of the Preemptive Shares, or elects to exercise such rights with respect to less than such Key Holder’s pro rata portion of the Preemptive Shares, the Company shall offer to sell to the Key Holders that have elected to purchase all of their pro rata portion of the Preemptive Shares any Preemptive Shares not purchased by other Key Holders *pro rata* and at the same price and on the same terms as those specified in the Issuance Notice. Such Key Holders shall have the right to acquire all or any portion of such additional Preemptive Shares within five (5) Business Days following the Company’s notice of such additional Preemptive Shares.

5.1.4 Subject to compliance with this Section 5, the Company shall have ninety (90) days after the date of the Issuance Notice to consummate the proposed issuance of any or all of such Preemptive Shares that the applicable Key Holders have elected not to purchase at the same (or higher) price and upon such other terms and conditions that, taken as a whole, are not materially less favorable to the Company than those specified in the Issuance Notice; provided, that, if such issuance is subject to regulatory approval, such 90-day period shall be extended until the expiration of five (5)

Business Days after all such approvals have been received, but in no event to later than 180 days after the date of the Issuance Notice. If the Board proposes to issue any Preemptive Shares after such 90-day period (or 180-day period, if applicable) or during such 90-day period (or 180-day period, if applicable) at a lower price or on such other terms that are, taken as a whole, materially less favorable to the Company, it shall again comply with the procedures set forth in this Section 5.

5.1.5 The closing of any issuance of Preemptive Shares to the Key Holders pursuant to this Section 5 shall take place at the time and in the manner provided in the Issuance Notice or other notice from the Company. The Company shall be under no obligation to consummate any proposed issuance of Preemptive Shares, nor shall there be any liability on the part of the Company, or the Board to any Key Holder, if the Company has not consummated any proposed issuance of Preemptive Shares pursuant to this Section 5 for whatever reason, except for willful misconduct or breach of this Agreement, regardless of whether the Board shall have delivered an Issuance Notice in respect of such proposed issuance. To the extent any transaction consummated pursuant to this Section 5 requires an amendment and/or restatement of all or any portion of this Agreement, the Articles or the Memorandum in respect of the Preemptive Shares to be issued, the Company shall have the right and authority to effectuate any such amendment and/or restatement without having to obtain the approval of any Shareholder pursuant to this Agreement and the Company shall provide a copy of this Agreement, as so amended and/or restated, to each Shareholder as promptly as possible following the time at which this Agreement, as so amended and/or restated, is effectuated.

5.1.6 Subject to any required approvals pursuant to Section 2.12, nothing in this Section 5.1 shall be deemed to prevent any Person from purchasing for cash or the Company from issuing any Preemptive Shares, without first complying with the provisions of this Section 5.1; provided, that, in connection with such purchase, the Company shall promptly (but in no event later than thirty (30) days following such issuance) deliver a written notice of such issuance to each Key Holder that is an Accredited Investor setting forth the information required by Section 5.1.1, and each such Key Holder shall have the same rights with respect to such issuance as set forth in this Section 5.1 to purchase such number of Preemptive Shares it would have been entitled to purchase had the provisions of this Section 5.1 been complied with prior to the issuance of Preemptive Shares pursuant to this Section 5.1.6.

5.2 Excluded Issuances. The preemptive rights under this Section 5 shall not apply to (each of the following, an “Excluded Issuance”):

5.2.1 issuances, awards or sales of any Capital Stock or options to purchase Capital Stock to employees, officers, directors, managers or consultants of the Company or any Subsidiary of the Company pursuant to employee benefits or similar employee or management equity incentive plans or arrangements approved by the Board, including offer letters, employment agreements, consulting agreements, or appointment letters;

5.2.2 issuances or sales of any Capital Stock in, or in connection with, a bona fide joint venture, merger or reorganization of the Company or any Subsidiary of the Company with or into another Person or a bona fide acquisition by the Company or any other Subsidiary of the Company of another Person or substantially all the assets of another Person or a strategic partnership or other similar relationship;



5.2.3 issuances by the Company or a direct or indirect wholly-owned Subsidiary of the Company, on the one hand, to another direct or indirect wholly-owned Subsidiary of the Company or the Company, on the other hand (including issuances in connection with capital contributions to Subsidiaries of the Company);

5.2.4 issuances as a dividend or upon any stock split, reclassification, recapitalization, exchange or readjustment of Ordinary Shares, or other similar transaction (in each case, on a pro rata basis);

5.2.5 issuances or sales of any Capital Stock pursuant to any public offering;

5.2.6 issuances or sales of any Capital Stock as part of a bona fide financing transaction (e.g. “kicker” warrants);

5.2.7 issuances of Ordinary Shares to the Shareholders pursuant to the Chapter 11 Plan (including any issuance on a Plan Issuance Date); or

5.2.8 any issuance which the Board determines, in the exercise of its fiduciary duties, is in the best interest of the Company and its stakeholders to avoid any imminent insolvency proceeding.

5.3 Joinder. Unless otherwise approved by the Board, no issuance of Capital Stock to any Person by the Company shall be effective unless such Person has delivered to the Company a Joinder, pursuant to which such Person agrees to be bound by the terms and conditions of this Agreement as if an original party hereto.

5.4 Certain Legal Requirements. In the event that the participation in the issuance by a Shareholder as a buyer of Preemptive Shares would require under applicable securities laws either (a) the registration of such issuance or registration or qualification of the issuer as a broker or dealer or agent with respect to such issuance or (b) the provision to any Shareholder of any information regarding the Company, such securities or the issuer thereof (other than information provided to Persons to whom the Preemptive Shares will be issued), such Shareholder shall not have the right to participate in the issuance. Without limiting the generality of the foregoing, except as otherwise contemplated by Section 6, it is understood and agreed that the Company shall be under no obligation to effect a registration of such securities under the Securities Act or similar state statutes. The Company may comply with any applicable securities laws before issuing any Preemptive Shares pursuant to this Section 5 and shall not be in violation of the provisions hereof by reason of such compliance; provided, that, the Company is using commercially reasonable efforts to so comply.

6. REGISTRATION RIGHTS. In connection with a Qualified IPO, the Company shall enter into a registration rights agreement with the holders of Shares containing customary provisions for a transaction of this type reasonably acceptable to the Company and the Hildene Investors, including (a) demand registration rights for the Hildene Investors to effect an unlimited number of demand registrations, (b) customary piggyback registration rights for the Shareholders, (c) customary provisions for cutbacks and other limitations imposed by the underwriters upon the Shareholders on a pro rata basis and (d) other customary provisions relating to indemnification, contribution and registration procedures.

7. INFORMATION RIGHTS; INSPECTION; CONFIDENTIALITY.

7.1 Financial Statements and Periodic Reports. Subject to Section 7.3, at all times when the Company is not obligated to file reports under Section 13 or Section 15(d) of the Exchange Act or under the listing rules of any National Securities Exchange (it being acknowledged, for the avoidance of doubt, that the Company is not so obligated under such laws or rules as of the date of this Agreement), then, subject to Section 7.4, the Company shall provide:

7.1.1 to each Shareholder, upon its request, as soon as practicable, the audited consolidated balance sheets of the Company and its consolidated Subsidiaries as at the end of such fiscal year and the related audited consolidated statements of income, of shareholders' equity and of cash flows for such fiscal year, in each case, setting forth comparative figures for the preceding fiscal year, all in reasonable detail and prepared in accordance with generally accepted accounting principles and practices in the United States ("GAAP") and accompanied by the opinion with respect to such consolidated financial statements of an independent registered public accounting firm of nationally recognized standing selected by the Company;

7.1.2 to each Key Holder, upon its request, as soon as practicable, audited annual statutory financial statements of SRUS, as filed with the Delaware Department of Insurance, and the audited annual financial statements of SRD as filed with the Irish Companies Registration Office; and

7.1.3 to each Key Holder, upon its request, as soon as practicable, the unaudited consolidated balance sheets of the Company and its consolidated Subsidiaries as at the end of such quarterly period and the related unaudited consolidated statements of income and of cash flows for such quarterly period and/or for the fiscal year to date, and setting forth, in the case of such unaudited consolidated statements of income and of cash flows, comparative figures for the related periods in the prior fiscal year all in reasonable detail and prepared in accordance with GAAP, subject to changes resulting from normal year-end audit adjustments and the absence of footnotes.

7.2 List of Investors. The List of Investors attached hereto shall only be made available to Other Investors to the extent required under non-waivable provisions of Cayman Law and, if any such Other Investor desires to inspect the List of Investors attached hereto, such Other Investor shall deliver to the secretary or chief legal officer of the Company a written demand stating his or her purpose therefor and the provisions of Cayman Law requiring the provision of such information and the Company shall make a good faith determination as to such written demand.

7.3 Certain Information. Notwithstanding anything to the contrary in this Section 7, (i) the Company shall not be required to disclose to any Shareholder: (x) information subject to attorney-client privilege; (y) information that is the subject of binding confidentiality agreements; or (z) any information relating to any investigation by any governmental authority to the extent (1) such information is identifiable to a particular individual and the Company in good faith determines such information should remain confidential or (2) the information requested is not factual in nature, (ii) the Company shall not be required to deliver any report that is more extensive or more detailed than those required of a public company under federal securities laws and (iii) the Company need not provide access to any of the information described in Section 7 to any Shareholder that is or has become a Competitor or is materially affiliated (as determined by the Board) with a Competitor.

7.4 Confidentiality.

7.4.1 Except as otherwise necessary or advisable in the performance of his or her duties as an officer, manager, director, employee or consultant of the Company, its Subsidiaries or any Affiliate thereof, each Other Investor agrees (and shall cause its Affiliates to) (each of the foregoing, in such capacity, the “Disclosing Person”) to: (i) hold in the strictest confidence and shall neither use in any manner detrimental to the business of the Company, its Subsidiaries and their respective Affiliates or any Shareholder or its Affiliates, or disclose, publish or divulge, directly or indirectly, to any Person, any Confidential Information regarding the Company, its Subsidiaries or any of their respective Affiliates or any Shareholder or its Affiliates (each a “Protected Person”); (ii) use such Confidential Information only in relation to the Company and its Subsidiaries and only for its valid business purposes; and (iii) take such other protective measures as may be or become reasonably necessary to preserve the confidentiality of such Confidential Information. Notwithstanding the foregoing, each Shareholder shall be permitted to disclose Confidential Information of the Company, its Subsidiaries or any of their respective Affiliates to such Person’s Representatives so long as such Representative has (A) a “need to know” such Confidential Information for a valid business purpose, including in the case of a prospective transferee of Shares, a bona fide evaluation of a Transfer permitted by and to be consummated in compliance with the terms of this Agreement, the Articles and Memorandum, (B) been advised of the confidential and proprietary nature of such Confidential Information and (C) agreed to or has a duty to comply with the provisions of this Section 7.4 applicable to such Confidential Information as if a party hereto; provided, however, that, the party disclosing any such Confidential Information to its Representatives shall be liable for any breach of this Section 7.4 by any such Representative. For purposes of this Agreement, the term “Representatives” means, with respect to a Shareholder, such Person’s officers, directors, employees, equityholders, partners, members, affiliates, accountants, attorneys, consultants, co-investors (actual or potential), investors (actual or potential), partners (actual or potential), financing sources (actual or potential), bankers (actual or potential), advisors (actual or potential), other agents or representatives and bona fide prospective transferees of Shares.

7.4.2 For the purpose of this Agreement, the term “Confidential Information” shall include, with respect to each Protected Person, all data, information, reports, interpretations, forecasts and records, financial or otherwise, including information related to the strategic plans, operating practices, clients, financial performance and results of the business of the Company and its Subsidiaries which is not available to the general public and this Agreement, the terms hereof and all agreements and documents related hereto. The term “Confidential Information” does not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by any Disclosing Person not otherwise permitted pursuant to this Section 7.4; (ii) was or becomes available to a Disclosing Person on a non-confidential basis from a source other than the Protected Person; provided, however, that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to such Protected Person with respect to such information; (iii) is developed independently by the Disclosing Person without the use of or reference to any Confidential Information (other than in such Person’s capacity as an officer, manager, director, employee or consultant of the Company, its Subsidiaries or any of their respective Affiliates); (iv) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory standards, it being understood that, so long as it is permitted by

applicable law, the Disclosing Person shall provide written notice to the Protected Person as far in advance as reasonably practicable of such requirement and cooperate with the Protected Person in seeking a protective order or other order of confidentiality with respect to the Confidential Information sought pursuant to such requirement (except that no such advance notice is required and Confidential Information may be disclosed when pursuant to an ordinary course examination by a regulator, bank examiner or self-regulatory organization, not specifically directed at the Company or the Confidential Information); or (v) is disclosed with the prior written approval of (A) the Board with respect to Confidential Information related to the Company, its Subsidiaries or any of their respective Affiliates, including this Agreement, the terms hereof and all agreements and documents related hereto or (B) the Protected Person if other than the Company, its Subsidiaries or any of their respective Affiliates.

8. REMEDIES.

8.1 Generally. The Company and each Shareholder shall have all remedies available at law, in equity or otherwise in the event of any breach or violation of this Agreement or any default hereunder by the Company or any Shareholder. The parties hereto acknowledge and agree that in the event of any breach of this Agreement, in addition to any other remedies which may be available, each of the parties hereto shall be entitled to specific performance of the obligations of the other parties hereto, injunction and such other equitable remedies as may be appropriate in the circumstances without the requirement to post a bond.

8.2 Deposit. Without limiting the generality of Section 8.1, and only if the Board determines to certificate the Shares, if any Shareholder fails to deliver to the purchaser thereof the certificate or certificates evidencing Shares to be Transferred pursuant to Section 3 or Section 4 (to the extent not held by the Company), such purchaser may, at its option, in addition to all other remedies it may have, deposit the purchase price (including any promissory note constituting all or any portion thereof) for such Shares into an account owned and controlled by the Company, and the Company shall cancel on its books the certificate or certificates representing such Shares and thereupon all of such holder's rights in and to such Shares shall terminate (other than the right to receive the purchase price therefor pursuant to the following sentence). Thereafter, upon delivery to such purchaser by such holder of the certificate or certificates evidencing such Shares (duly endorsed, or with stock powers duly endorsed, for transfer, with signature guaranteed, free and clear of any liens or encumbrances other than any arising as a result of the terms of this Agreement and applicable securities laws, and with any applicable transfer tax stamps affixed), such purchaser shall instruct the Company to deliver the purchase price to such holder (without any interest from the date of the closing to the date of such delivery, any such interest to accrue to such purchaser).

9. SHARE CERTIFICATES; LEGENDS.

9.1 Share Certificates. The parties hereto agree and acknowledge that, unless otherwise determined by the Board, all Shares shall be uncertificated.

9.2 Legends. To the extent that the Board determines following the date hereof to adopt a form of certificate representing the Shares and determines to issue certificates representing Shares, the Board shall determine, on the advice of counsel, any and all legends that are required by applicable law or otherwise necessary to give full effect to this Agreement to be included on each such certificate representing Shares.

10. AMENDMENT, TERMINATION, ETC.

10.1 Oral Modifications. This Agreement may not be orally amended, modified, extended or terminated, nor shall any oral waiver of any of its terms be effective.

10.2 Written Modifications. This Agreement may be amended, modified or extended, and the provisions hereof may be waived, only by an agreement in writing signed by the Company and Shareholders representing a majority of the Shares owned by all Shareholders party to this Agreement; provided, however, that the written consent of the holders of a majority of the Shares outstanding on such date that are adversely affected by any such amendment, modification, extension or waiver shall be required if such amendment, modification, extension or waiver would have a material and adverse effect on the rights of such Shareholders under this Agreement in a manner disproportionate to the impact of any such amendment, modification, extension or waiver on the rights of other Shareholders (with due regard to the varying rights of the Shareholders as of immediately prior to any applicable time of determination). Notwithstanding the proviso in the immediately preceding sentence, the authorization, issuance or Transfer of Capital Stock, Preemptive Shares or other securities that is made in compliance with all of the applicable provisions of this Agreement shall not be deemed to have the adverse effect described in the proviso in the immediately preceding sentence. Notwithstanding anything to the contrary herein, the Company (with the approval of the Board) may amend (i) this Agreement as appropriate in connection with the implementation of any management equity incentive plan without the consent of any Shareholder, (ii) this Agreement in accordance with Section 12.7 and (iii) Section 1.5 in accordance with the provisions thereof. Each such amendment, modification, extension and waiver shall be binding upon each party hereto and each Shareholder subject hereto. In addition, each party hereto and each Shareholder subject hereto may waive any right hereunder by an instrument in writing signed by such party or holder.

10.3 Termination. The provisions of this Agreement, other than Sections 1.5, 6, 7.4, 10, 12 and 13 shall terminate upon the earlier of (i) the closing of a Public Company Event, (ii) the Company becoming publicly registered under the Exchange Act and (iii) the consummation of a Drag-Along Sale. Notwithstanding the foregoing, (x) the provisions of Section 6 shall terminate upon the consummation of a Drag-Along Sale, (y) Section 1.5 shall terminate in accordance with its terms and (z) the provisions of this Agreement set forth in Sections 3, 4.1, 4.2 and 5 shall terminate immediately prior to the effectiveness of the registration statement for the Initial Public Offering but such termination shall be expressly conditioned upon consummation of the Initial Public Offering. No termination under this Agreement shall relieve any Person of liability for breach prior to termination.

10.4 Articles and Memorandum; Waiver. The Articles and Memorandum shall not adversely affect in any respect the rights granted to the Shareholders pursuant to this Agreement. In the event of any conflict or inconsistency between the Articles or Memorandum and this Agreement, then, subject to Cayman Law, this Agreement shall prevail. The Company and the Shareholders shall take or cause to be taken all lawful action necessary to ensure at all times that the Organizational Documents of the Company and its Subsidiaries, as the same may be amended from time to time in accordance with the terms hereof and thereof, are not, at any time, inconsistent with, or conflict with, the provisions of this Agreement, and in furtherance thereof each Shareholder agrees to vote all of its Shares or execute proxies or written consents, as the case may be, and to take all other actions necessary, to ensure the Organizational Documents of the Company and its Subsidiaries are not inconsistent or conflict with the provisions of this Agreement. Subject to the foregoing, the Company agrees not to give effect to any action by any Shareholder or any other Person which is in contravention of this Agreement, the Articles or the Memorandum.

11. DEFINITIONS. For purposes of this Agreement:

11.1 Certain Matters of Construction. In addition to the definitions referred to or set forth below in this Section 11:

(a) The words “hereof”, “herein”, “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular Section or provision of this Agreement, and reference to a particular Section of this Agreement shall include all subsections thereof;

(b) Definitions shall be equally applicable to both nouns and verbs and the singular and plural forms of the terms defined;

(c) The masculine, feminine and neuter genders shall each include the other;

(d) The phrase “to the extent” shall mean the degree by which;

(e) All references to “\$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided;

(f) The words “include”, “includes” or “including” shall be deemed to be followed by the words “without limitation;”

(g) Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Person;

(h) No party hereto, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against any party hereto and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of its authorship of any provision of this Agreement; and

(i) For the avoidance of doubt, references herein to a Hildene Investor or the Hildene Investors shall include all Affiliates of HOF I and HOF II to which either Transfers Shares following the date hereof in accordance with this Agreement.

11.2 Definitions. The following terms shall have the following meanings:

“Accredited Investor” shall have the meaning given such term in the Securities Act and the rules and regulations promulgated thereunder.

“Affiliate” shall mean, with respect to any specified Person, any other Person which directly or indirectly through one (1) or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting



securities, by agreement or otherwise). Any Affiliated Fund of a Shareholder or its Affiliates shall be deemed to be an Affiliate of such Shareholder, as applicable. Notwithstanding the foregoing, for purposes of this Agreement, none of the Shareholders or their respective Affiliates, solely by virtue of being Shareholders of the Company, shall be considered Affiliates of any other Shareholders or such other Shareholders' Affiliates. For the avoidance of doubt, limited partners in funds managed by Hildene Capital Management, LLC and its Affiliates are not Affiliates of the Hildene Investors.

“Affiliated Fund” shall mean, with respect to any specified Person, each investment fund set up as a corporation, company, trust, limited liability company, limited company, general or limited or exempted limited partnership or other entity, account or investment vehicle that is under common control with, managed, advised or sub-advised by such Person, an Affiliate of such Person, or the same investment manager, advisor or sub-advisor of such Person or an Affiliate of such investment manager, advisor or sub-advisor.

“Agreement” has the meaning specified in the Preamble.

“Articles” shall mean the Amended and Restated Articles of Association of the Company, as in effect on the date hereof and as the same may be further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and this Agreement.

“Bankruptcy Code” has the meaning specified in the Recitals.

“Bankruptcy Court” has the meaning specified in the Recitals.

“Board” has the meaning specified in the Recitals.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York or the Cayman Islands are authorized or obligated by applicable law to close.

“Capital Stock” shall mean, collectively, the Ordinary Shares and any other shares or capital stock or other equity securities hereafter created or authorized by the Company, and any other security convertible into or exchangeable or exercisable for such shares or capital stock of the Company, including any security, bond, note, warrant, option or other right or instrument exercisable for or exchangeable or convertible into such capital stock or equity security, as the context may require.

“Cayman Law” shall mean, collectively, laws of the Cayman Islands, including the Cayman Islands Companies Law (as revised).

“Change of Control” shall mean (i) the sale of all or substantially all of the assets (in one transaction or a series of related transactions) of the Company other than to (x) the Hildene Investors or their Affiliates or (y) any employee benefit plan (or trust forming a part thereof) maintained by the Company or any of its Subsidiaries or other Person of which a majority of its voting power or other equity securities is owned, directly or indirectly, by the Company (any entity in clause (y), a “Controlled Party”); or (ii) a merger, recapitalization sale or other transaction (including any sale of Shares) (in one transaction or a series of related transactions) of the Company to a Person (or group of Persons acting in concert) that results in any Person (or group of Persons acting in concert) (other than (x) the Hildene Investors or their Affiliates or (y) any Controlled Party) owning, directly or indirectly, more than 50% of the Ordinary Shares (or the equity securities of any resulting company after a merger) and the Hildene Investors and any Controlled Party ceasing to have the right to elect a majority of the members of the Board (or the board of directors (or comparable governing body) of the resulting company after a merger) (excluding for such purposes the right to appoint “independent” and “disinterested” directors).

“Chapter 11 Case” has the meaning specified in the Recitals.

“Chapter 11 Plan” has the meaning specified in the Recitals.

“Closing Shareholder” shall mean any Shareholder who holds Shares as of the date hereof or is otherwise issued Shares pursuant to the Chapter 11 Plan.

“Closing” has the meaning specified in the Recitals.

“Code” shall mean the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“Company” has the meaning specified in the Preamble.

“Competitor” shall mean an entity which, in the determination of the Board, competes with the Company or any of its Subsidiaries at the time of such determination.

“Confidential Information” has the meaning specified in Section 7.4.2.

“Contracting Parties” has the meaning specified in Section 12.14.

“Convertible Securities” shall mean any evidence of indebtedness, shares of stock (other than Capital Stock) or other securities which are directly or indirectly convertible into or exchangeable or exercisable for shares of Capital Stock.

“Debtors” has the meaning specified in the recitals.

“Disclosing Person” has the meaning specified in Section 7.4.1.

“Drag-Along Notice” has the meaning specified in Section 4.2.

“Drag-Along Sale” has the meaning specified in Section 4.2.

“Dragged Shareholders” has the meaning specified in Section 4.2.

“Dragging Shareholder” has the meaning specified in Section 4.2.

[“EJF Board Observer” has the meaning specified in Section 2.8.]

[“EJF Investor” shall mean [●].]

“Electronic Delivery” has the meaning specified in Section 12.6.

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

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Excluded Issuance” has the meaning specified in Section 5.2.

“Fair Market Value” shall mean, the fair market value, as reasonably determined by the Board or any duly authorized committee thereof and, if applicable, in a manner consistent with the requirements of Section 409A of the Code.



“GAAP” has the meaning specified in Section 7.1.1.

“HOF I” has the meaning specified in the Recitals.

“HOF II” has the meaning specified in the Recitals.

“Hildene Director(s)” has the meaning specified in Section 2.2.1.

“Hildene Investor(s)” has the meaning specified in the Preamble.

“Hildene Shares” shall mean all shares of Capital Stock held by any Hildene Investor, whenever issued, including all shares of Capital Stock issued upon the exercise, conversion or exchange of any Convertible Securities.

“Hildene Re” has the meaning specified in the Recitals.

“Independent Director(s)” has the meaning specified in Section 2.2.2.

“Initial Public Offering” shall mean the first underwritten (firm commitment) public offering following the Closing of the Company’s Ordinary Shares pursuant to an effective registration statement or similar form.

“Issuance Notice” has the meaning specified in Section 5.1.1.

“Joinder” has the meaning specified in Section 3.3.1.

“Key Holder” shall mean a Shareholder who has an Ownership Percentage of at least [4]%; provided, that, with respect to a Person who would otherwise be a Key Holder, if such Person is also or subsequently becomes a Competitor, such Person shall be deemed to not be a Key Holder for so long as such Person is a Competitor.

“List of Investors” has the meaning specified in the Preamble.

“Memorandum” shall mean the Amended and Restated Memorandum of Association of the Company, as in effect on the date hereof and as the same may be further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the Articles and this Agreement.

“National Securities Exchange” means The New York Stock Exchange, The NYSE MKT, The Nasdaq Global Market, The Nasdaq Global Select Market, The Nasdaq Capital Market and the London Stock Exchange’s market for listed securities.

“Nominating Party” has the meaning specified in Section 2.5.

“Nonparty Affiliates” has the meaning specified in Section 12.14.

“Ordinary Shares” shall mean, collectively, the ordinary shares in the capital of the Company with a par value of \$[●] per share, or, in the event that the Company’s outstanding shares are hereafter recapitalized, converted into or exchanged for different shares or securities of the Company or its Affiliates, such other shares or securities.

“Organizational Documents” shall mean, with respect to any Person, as appropriate, the articles of association, memorandum of association, articles of incorporation, certificate of incorporation, charter, bylaws, articles of formation, certificate of formation, operating or limited liability company agreement, certificate of limited partnership, partnership agreement or trust agreement of such Person, stockholders’ or other agreements among equityholders and all other similar documents, agreements, instruments or certificates executed, adopted, or filed in connection with the creation, formation, management or organization of such Person, including any amendments thereto.

“Other Investor Shares” shall mean all shares of Capital Stock held by a Shareholder (other than a Hildene Investor), whenever issued, including all shares of Capital Stock issued upon the exercise, conversion or exchange of any Convertible Securities.

“Other Investor(s)” has the meaning specified in the Preamble.

“Ownership Percentage” shall mean, at any date of determination, with respect to any Shareholder or group of Shareholders, a fraction, (x) the numerator of which is the total number of outstanding Ordinary Shares beneficially owned by such Shareholder at such time and (y) the denominator of which is the total number of outstanding Ordinary Shares at such time.

“Participating Holder” shall mean (a) in the case of Section 4.1, a Tag-Along Participating Holder and (b) in the case of Section 4.2, a Dragged Shareholder.

“Person” shall mean an individual, a partnership, a corporation, a company, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a government or any branch, department, agency, political subdivision or official thereof.

“Plan Issuance Date” shall mean the date of issuance of Ordinary Shares to a Shareholder pursuant to the Chapter 11 Plan.

“portfolio company” shall have the same meaning as such term customarily has among institutional investors.

“Preemptive Shares” has the meaning specified in Section 5.1.1.

“Principal Seller” shall mean (i) in the case of Section 4.1, the Tag-Along Sellers and (ii) in the case of Section 4.2, the Company or Dragging Shareholders, as the case may be.

“Prospective Buyer” shall mean, with respect to any Shareholder, any Person or group of related Persons that may purchase Shares from such Shareholder that is not an Affiliate of such Shareholder, the Company or any Subsidiary of the Company.

“Protected Person” has the meaning specified in Section 7.4.1.

“Public Company Event” shall mean the earlier of (i) the closing of a Qualified IPO or (ii) a listing of the Ordinary Shares on any National Securities Exchange.

“Qualified IPO” shall mean an Initial Public Offering resulting in gross cash proceeds to the Company and/or the selling shareholders of at least \$[●] million in the aggregate.

“Representatives” has the meaning specified in Section 7.4.1.

“Restricted Actions” has the meaning specified in Section 2.12.

“Restricted Person” shall mean, with respect to any Shareholder, any officer, director, principal, employee, equity holder, consultant or other representative of such Shareholder or any of its Affiliates who is (i) a member of the board of directors or similar governing body of any Competitor or (ii) is a member of the investment team with primary responsibility for any investment made in any Competitor by such Shareholder or any investment fund or similar fund managed, sponsored or advised (directly or indirectly) by such Shareholder or any of its Affiliates.

“Rule 144” shall mean Rule 144 under the Securities Act (or any successor rule).

“SALIC” has the meaning specified in the Preamble.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Shareholders” has the meaning specified in the Preamble.

“Shares” shall mean all Hildene Shares and Other Investor Shares.

“SHI” has the meaning specified in the Preamble.

“SPA Assignment Agreement” has the meaning specified in the Recitals.

“Spousal Consent” shall mean the spousal consent in the form of Exhibit B attached hereto.

“SRD” has the meaning specified in the Preamble.

“SRLB” has the meaning specified in the Preamble.

“SRUS” has the meaning specified in the Preamble.

“Stock Purchase Agreement” has the meaning specified in the Recitals.

“Subject Lender” has the meaning specified in Section 12.15.

“Subsidiary” shall mean any Person in which the Company owns, directly or indirectly, stock or other equity securities or interests possessing fifty percent (50%) or more of the total combined voting power of such Person in the election of directors (or their equivalent) or otherwise has the power to direct the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Tag-Along Holder” has the meaning specified in Section 4.1.

“Tag-Along Notice” has the meaning specified in Section 4.1.

“Tag-Along Offer” has the meaning specified in Section 4.1.2.

“Tag-Along Participants” has the meaning specified in Section 4.1.2.

“Tag-Along Participating Holder” has the meaning specified in Section 4.1.2.

“Tag-Along Sale Percentage” has the meaning specified in Section 4.1.1(a).

“Tag-Along Sale” has the meaning specified in Section 4.1.

“Tag-Along Sellers” has the meaning specified in Section 4.1.

“Transaction” has the meaning specified in Section 4.3.

“Transfer” shall mean any direct or indirect sale, transfer, assignment, pledge, encumbrance or other transfer or disposition (whether with or without consideration and whether voluntary, involuntary or by operation of law, including to the Company or any of its Subsidiaries) of any interest. For the avoidance of doubt, any indirect Transfers of Shares among non-managing members or any direct or indirect limited partner of a Shareholder or other equityholders in an investment fund managed by such Shareholder or its Affiliates shall not be deemed to be a Transfer.

## 12. MISCELLANEOUS.

12.1 Effect This Agreement does not, and shall not be construed to, give rise to the creation of a partnership among any of the parties hereto or constitute any such party’s membership in a joint venture or other association

12.2 Survival of Representations and Warranties; Termination of Covenants. All representations and warranties contained in this Agreement or made in writing by any party hereto in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. In the event any provision of this Agreement is terminated, such termination shall not relieve any party hereto from liability for such party’s prior breach of this Agreement or for failure by such party to perform such party’s obligations hereunder.

12.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally (in which case, it will be effective upon delivery), (b) sent by confirmed electronic mail (in which case, it will be effective upon receipt of confirmation of good transmission), (c) sent by overnight courier service (in which case, it will be effective on the Business Day immediately following the date deposited with such courier service), or (d) mailed by certified or registered mail, return receipt requested, with postage prepaid (in which case, it will be effective upon receipt of confirmation of receipt of delivery), to the parties hereto at the addresses listed below (or at such other address for a party hereto as shall be specified by like notice). Notice to the holder of record of any shares of Capital Stock shall be deemed to be notice to the holder thereof for all purposes hereof.

If to the Company:

Ludlow Holdings (Cayman) Ltd.

[Address]

[Address]

Attention: [●]

Email: [●]

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

Hildene Capital Management, LLC

700 Canal Street, Suite 12C

Stamford, CT 06902

Attention: David Hoffman, General Counsel  
Jennifer Nam, Deputy General Counsel  
Email: dhoffman@hildenecap.com  
jnam@hildenecap.com

and

Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, NY 10036  
Attention: Stephen Zide, Esq.  
Ernest S. Wechsler, Esq.  
Anupama Yerramalli, Esq.  
Seth R. Merl, Esq.  
Email: szide@kramerlevin.com  
ewechsler@kramerlevin.com  
ayerramalli@kramerlevin.com  
smerl@kramerlevin.com

and

[Additional Company Counsel]  
[Address]  
[Address]  
Attention: [●]  
Email: [●]

If to a Hildene Investor:

c/o Hildene Capital Management, LLC  
700 Canal Street, Suite 12C  
Stamford, CT 06902  
Attention: David Hoffman, General Counsel  
Jennifer Nam, Deputy General Counsel  
Email: dhoffman@hildenecap.com  
jnam@hildenecap.com

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

Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, NY 10036  
Attention: Stephen Zide, Esq.  
Ernest S. Wechsler, Esq.  
Anupama Yerramalli, Esq.  
Seth R. Merl, Esq.  
Email: szide@kramerlevin.com  
ewechsler@kramerlevin.com  
ayerramalli@kramerlevin.com  
smerl@kramerlevin.com

If to an Other Investor, at the address for such Other Investor, as applicable, set forth on the List of Investors attached hereto or otherwise set forth in the Company's record books.

12.4 Successors and Assigns, Binding Effect, Etc. This Agreement (including the Exhibits hereto) constitutes the entire agreement of the parties hereto with respect to its subject matter, supersedes all prior or contemporaneous oral or written agreements or discussions with respect to such subject matter, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is made solely and specifically among and for the benefit of the parties to this Agreement, and their respective heirs, representatives, successors and permitted assigns, and no other Person shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. Each Shareholder shall have the right to assign its rights and obligations under this Agreement, without the consent of any other party hereto, only pursuant to a Transfer of Shares in compliance with Sections 3, 4 or 5, as applicable, of this Agreement (it being understood, for the avoidance of doubt, that the special rights of the Hildene Investors set forth in this Agreement shall be assignable). [Notwithstanding the foregoing, the EJV Board Observer rights of the EJV Investor set forth in Section 2.8 are not assignable or transferrable by the EJV Investor to any Person other than an Affiliate of the EJV Investor in connection with a Transfer of Shares by the EJV Investor to such Affiliate in accordance with this Agreement.] Upon any such assignment, such assignee shall have and be able to exercise and enforce all rights of the assigning Shareholder which are assigned to it and, to the extent such rights are assigned, any reference to the assigning Shareholder shall be treated as a reference to the assignee. No Shareholder may Transfer any right or obligation under this Agreement except as expressly permitted by this Agreement.

12.5 Descriptive Headings. The descriptive headings of this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not be construed to define or limit any of the terms or provisions hereof.

12.6 Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent delivered by means of facsimile or electronic mail in ".pdf", ".tif" or similar format (any such delivery, an "Electronic Delivery"), shall be treated in all manners and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such other agreement or instrument entered into in connection with this Agreement shall raise (a) the use of Electronic Delivery to deliver a signature or (b) the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery, in each case, as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.

12.7 Certain Adjustments. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all Ordinary Shares and other Preemptive Shares of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution for the Ordinary Shares or other Preemptive Shares, by combination, recapitalization, reclassification, merger, consolidation or otherwise and the terms "Ordinary Shares," "Shares," and "Preemptive Shares" shall include all such other securities. In the event of any change in the capitalization of the Company, as a result of any stock split, stock dividend or stock combination or otherwise, in each case subject to the terms and conditions of this Agreement, the provisions of this Agreement shall be appropriately adjusted.

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

12.9 Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party hereto as a result of any breach or default by any other party hereto under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission nor waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party hereto shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties hereto may have by law or otherwise.

12.10 Spousal Consent. Except as otherwise determined by the Board, it shall be a condition precedent for admittance (and continued admittance) of any natural Person as a party to this Agreement that the spouse of such natural Person execute and deliver to the Company a Spousal Consent.

12.11 Further Assurances. Each Shareholder shall take or cause to be taken all such reasonable actions as may be reasonably requested by the Company to give effect to this Agreement and the transactions contemplated hereby.

12.12 Aggregation of Shares. All Shares held by a Shareholder and its Affiliates shall be aggregated together for purposes of determining the availability of any rights hereunder. Notwithstanding the foregoing, in no event shall two or more Shareholders, acting separately and not on an aggregated basis, be entitled to claim beneficial ownership of the same Shares for purposes of exercising any rights hereunder, and the Company shall be permitted to disregard any such claims in its good faith judgment. Upon the request of the Company or any transfer agent for the Shares, each Shareholder shall promptly provide to the Company or its transfer agent, as applicable, written confirmation (including reasonable supporting documentation) of such Shareholder's then current ownership of its Shares. In determining the ownership of such Shares for any purposes hereunder, the Company shall be entitled to conclusively rely in good faith on (i) the then most current ownership information provided to it by the transfer agent or (ii) if there is no such transfer agent, the most current ownership information then in its possession, and, in each case, any such determination made by the Company in reliance thereon shall be deemed final and binding on all parties hereto.

12.13 Independent Agreement by the Shareholders. The obligations of each Shareholder hereunder are several and not joint with the obligations of any other Shareholder, and no provision of this Agreement is intended to confer any obligations on any Shareholder vis-à-vis any other Shareholder.

12.14 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Shareholders may be partnerships, exempted limited partnerships or limited liability companies, each of the parties hereto covenants, agrees and acknowledges that all claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or

as an inducement to, this Agreement), may be made only against (and such representations and warranties are those solely of) the Persons that are expressly identified as parties in the preamble to this Agreement (the “Contracting Parties”) or any of their permitted assigns under this Agreement. No Person who is not a Contracting Party, including any current, former or future direct or indirect equity holder, controlling Person, director, officer, employee, incorporator, member, partner, manager, shareholder, Affiliate, agent, attorney, other Representative or assignee of, and any financial advisor or lender to, any Contracting Party, or any current, former or future direct or indirect equity holder, controlling Person, director, officer, employee, incorporator, member, partner, manager, shareholder, Affiliate, agent, attorney, other Representative or assignee of, and any financial advisor or lender to, any of the foregoing (collectively, the “Nonparty Affiliates”), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance or breach, and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action and obligations against any such Nonparty Affiliates. For the avoidance of doubt, nothing in this Section 12.14 shall relieve or otherwise limit the liability of the Company or any Shareholder, as such, for any breach or violation of its obligations under this Agreement.

12.15 No Effect Upon Lending Relationship. Notwithstanding anything herein to the contrary, nothing contained in this Agreement shall (i) effect, limit or impair the rights and/or remedies of any Shareholder (together with their respective successors and assigns, each a “Subject Lender”) in its capacity as a lender to the Company or any Subsidiaries of the Company pursuant to any agreement under which the Company or any of its Subsidiaries has or have borrowed money or (ii) be deemed otherwise to require or cause any Subject Lender to take or omit to take any action in its capacity as a lender or holder of debt of the Company or any of its Subsidiaries.

### 13. GOVERNING LAW.

13.1 Governing Law. This Agreement, together with any dispute arising hereunder, shall be construed in accordance with and governed for all purposes by the internal substantive laws of the State of Delaware applicable to contracts executed and to be wholly performed within the State of Delaware.

13.2 Consent to Jurisdiction. Each party to this Agreement, by its execution hereof or its joinder hereto, (a) hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts located in New Castle County in the State of Delaware for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, and agrees not to allow any of its Affiliates to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court and (c) hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof or thereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, to the extent that any party hereto is or becomes a party in any litigation in connection with which it may assert indemnification rights set forth in this Agreement, the



court in which such litigation is being heard shall be deemed to be included in clause (a) above. Each party hereto hereby consents to service of process in any such proceeding in any manner permitted by the state or federal courts located in New Castle County in the State of Delaware, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 12.3 hereof is reasonably calculated to give actual notice.

13.3 WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE OUT OF, OR WITH RESPECT TO, THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 13.3. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

*[Signatures Appear on the Following Pages]*

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its duly authorized officer or representative) as of the date first above written.

THE COMPANY:

LUDLOW HOLDINGS (CAYMAN) LTD.

By: \_\_\_\_\_  
Name:  
Title:

*SOLELY WITH RESPECT TO SECTIONS 1.5, 2.13, 2.14, 2.16, 10.4 AND ARTICLE 13  
THE COMPANY SUBSIDIARIES:*

SCOTTISH ANNUITY & LIFE INSURANCE  
COMPANY (CAYMAN) LTD.

By: \_\_\_\_\_  
Name:  
Title:

SCOTTISH HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

*SOLELY WITH RESPECT TO SECTIONS 2.13, 2.14, 2.16, 10.4 AND ARTICLE 13  
THE COMPANY SUBSIDIARIES:*

SCOTTISH RE (DUBLIN) DESIGNATED ACTIVITY  
COMPANY

By: \_\_\_\_\_  
Name:  
Title:

SCOTTISH RE (U.S.), INC.

By: \_\_\_\_\_  
Name:  
Title:

SCOTTISH RE LIFE (BERMUDA) LIMITED

By: \_\_\_\_\_  
Name:  
Title:

HILDENE INVESTORS:

HILDENE OPPORTUNITIES MASTER FUND, LTD.

By: Hildene Capital Management, LLC, *as its investment manager*

By: \_\_\_\_\_  
Name:  
Title:

HILDENE OPPORTUNITIES MASTER FUND II, LTD.

By: Hildene Capital Management, LLC, *as its investment manager*

By: \_\_\_\_\_  
Name:  
Title:

OTHER INVESTOR:

By: \_\_\_\_\_  
Name:  
Title:

LIST OF INVESTORS

(SEE ATTACHMENT)

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to the Shareholders Agreement, dated as of [●], 2018 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Shareholders Agreement”), among Ludlow Holdings (Cayman) Ltd., an exempted company limited by shares incorporated and existing under the laws of the Cayman Islands (the “Company”), the Subsidiaries of the Company and each of the Shareholders of the Company whose name appears on the signature pages thereof or who became a party thereto, the undersigned Transferor hereby assigns to the undersigned Transferee the rights that may be assigned pursuant to the Shareholders Agreement in respect of the Shares Transferred pursuant hereto, and the undersigned Transferee hereby agrees that, having acquired Shares as permitted by the terms of the Shareholders Agreement, the undersigned shall assume the obligations of the Transferring Shareholder under the Shareholders Agreement. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Shareholders Agreement.

Listed below is information regarding the Transferred Shares:

Number of  
Ordinary Shares

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*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the undersigned has executed this Assignment and Assumption Agreement as of \_\_\_\_\_, \_\_\_\_\_.

TRANSFeree

[NAME OF TRANSFeree]

By: \_\_\_\_\_  
Name:  
Title:

TRANSFEROR

[NAME OF TRANSFEROR]

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged by:

LUDLOW HOLDINGS (CAYMAN) LTD.

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT B

SPOUSAL CONSENT

I acknowledge that I have read the Shareholders Agreement, dated as of [●], 2018 (as the same may be amended, supplemented or modified from time to time, the “Shareholders Agreement”) by and among Ludlow Holdings (Cayman) Ltd., an exempted company limited by shares incorporated and existing under the laws of the Cayman Islands (the “Company”) the Subsidiaries of the Company and each of the Shareholders of the Company whose name appears on the signature pages thereof or who became a party thereto and I understand its contents. I am aware that the Shareholders Agreement imposes restrictions on the equity interests of the Company, including, without limitation, restrictions on my spouse’s right and my right (if any) to Transfer any or all of his or her equity interests in the Company. I hereby consent to such restrictions, approve of the provisions of the Shareholders Agreement, and agree that such equity interests in the Company and my interest therein (if any) are subject to the provisions of the Shareholders Agreement and that I will take no action at any time to hinder operation of the Shareholders Agreement on such equity interests or my interest therein (if any). I agree that the Shareholders Agreement shall bind me and my heirs, personal representatives, executors, successors and permitted assigns and shall bind and inure to the benefit of and be enforceable by all of the parties thereto and their heirs, personal representatives, executors, successors and permitted assigns. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Shareholders Agreement, including in the exhibits thereto.

AGREED BY:  
(SPOUSE)

Sign: \_\_\_\_\_  
Print Name:  
Date:

CONSENTED BY:  
(SHAREHOLDER)

Sign: \_\_\_\_\_  
Print Name:  
Date:

EXHIBIT C

JOINDER AGREEMENT

Reference is hereby made to the Shareholders Agreement, dated as of [●], 2018 (as the same may be amended, supplemented or modified from time to time, the “Shareholders Agreement”), by and among Ludlow Holdings (Cayman) Ltd., an exempted company limited by shares incorporated and existing under the laws of the Cayman Islands (the “Company”), the Subsidiaries of the Company and each of the Shareholders of the Company whose name appears on the signature pages thereof or who became a party thereto. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Shareholders Agreement.

The undersigned hereby acknowledges (i) receipt of a copy of the Shareholders Agreement, (ii) having had an opportunity to review and consider the Shareholders Agreement and (iii) having had an opportunity to consult with counsel selected by the undersigned regarding the Shareholders Agreement and this Joinder Agreement.

The undersigned agrees, by execution hereof, to become a party to, to adhere to and to be bound by the terms and provisions of the Shareholders Agreement as a Shareholder party thereto and to have the rights and obligations of a Shareholder, in each case, effective as of the date hereof. Without limiting the generality of the foregoing, the undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_.

[NAME OF NEW SHAREHOLDER]

Name:

Title:

Notice information pursuant to Section 12.3:

Address: \_\_\_\_\_

\_\_\_\_\_

E-Mail: \_\_\_\_\_

Acknowledged by:

LUDLOW HOLDINGS (CAYMAN) LTD.

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Joinder Agreement]

**Exhibit D****Disclosure of Identities of Directors and Officers of Reorganized Debtors**

As of the Effective Date, the initial Boards to the Reorganized Debtors shall consist of the same individuals as the Debtors' current Boards. As of the Effective Date, the Debtors' current officers shall become the Reorganized Debtors' officers.

<b>Reorganized SHI (U.S. – Delaware)</b>		
<b>Directors</b>	Gregg Klingenberg	
	Thomas J. Keller	
	Michael L. Vild (Independent)	
<b>Officers</b>		
<b>Officers</b>	Gregg Klingenberg	President; Chief Executive Officer
	Thomas J. Keller	Executive Vice President; Chief Financial Officer
	Katherine Billingham	Vice President; Deputy General Counsel; Secretary

<b>Reorganized SALIC (Cayman Islands)</b>		
<b>Directors</b>	Gregg Klingenberg	
	Thomas J. Keller	
	Michael L. Vild (Independent)	
<b>Officers</b>		
<b>Officers</b>	Gregg Klingenberg	Chief Executive Officer; General Counsel; Secretary
	Thomas J. Keller	Executive Vice President; Chief Financial Officer
	Mark Harris	Senior Vice President, Corporate Finance; Principal Representative

**Gregg Klingenberg**

Gregg Klingenberg joined the Scottish Re (as defined in the Plan) in February 2006 as Vice President, Legal Counsel for Scottish Re's North American operating subsidiaries. Mr. Klingenberg served as Scottish Re's Senior Vice President, Associate General Counsel, before assuming the role of Executive Vice President, General Counsel from January 2009 until his appointment as Chief Executive Officer in May 2015. Prior to joining Scottish Re, Mr. Klingenberg was associated with Cadwalader, Wickersham & Taft LLP and with Kutak Rock, LLP, where his legal practice focused primarily on capital markets transactions and general corporate matters, was in-house counsel to the investment division of Great-West Life & Annuity Insurance Company, and was a Deputy District Attorney for the State of Colorado, 18<sup>th</sup> Judicial District. Mr. Klingenberg holds a B.A. in Political Science from Nazareth College and a J.D. from the University of Denver, College of Law.

Mr. Klingenberg also serves in a director and/or officer role with the following non-Debtor affiliates: (a) Scottish Re Life (Bermuda) Limited (Director); (b) Scottish Re (U.S.), Inc. (Director; President; Chief Executive Officer; General Counsel; Secretary); (c) Scottish Re (Dublin) dac (Director); and (d) Scottish Financial (Luxembourg) S.à.r.l. (Director; General Counsel).<sup>1</sup> Mr. Klingenberg previously held positions at Scottish Re Group Limited as Executive Vice President, General Counsel, and Chief Executive Officer.

**Thomas J. Keller**

Thomas J. Keller joined Scottish Re in March 2004. Mr. Keller served as Controller, Vice President of Treasury, and Senior Vice President of Financial Planning & Analysis for the Scottish Re's North American operating subsidiaries prior to being appointed as Executive Vice President, Chief Financial Officer in April 2014. Mr. Keller was previously with Wachovia Corporation where he managed segment and profitability analysis for all business units. Prior to that he served as Finance Manager of Pillowtex Corporation where he managed the financial reporting and analysis function. Mr. Keller holds a B.S. in Accounting from the University of New York at Buffalo.

Mr. Keller also serves in a director and/or officer role with the following non-Debtor affiliates: (a) Scottish Re (U.S.), Inc. (Director; Executive Vice President; Chief Financial Officer); and (b) Scottish Re (Dublin) dac (Director). Mr. Keller previously held the position of Chief Financial Officer at Scottish Re Group Limited.

**Michael L. Vild**

Michael L. Vild has served as an independent director on the boards of SHI and SALIC since July 17, 2017. Additionally, Mr. Vild is the Director of Fraud and Consumer Protection for the Delaware Department of Justice. Mr. Vild also serves on the boards of directors of SCOR Life Assurance Company and SCOR Life Reassurance Company. Mr. Vild previously served as the Acting General Manager and General Counsel of Saratoga Casino and Raceway, the Senior Vice President and General Counsel for Delaware Park, and as Deputy Insurance Commissioner

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<sup>1</sup> As of the date hereof, SFL is a debtor in a bankruptcy proceeding in Luxembourg for which Mr. Max Mailliet has been appointed as SFL's insolvency receiver.

with the Delaware Department of Insurance. Prior to his role with the Delaware Department of Insurance, Mr. Vild practiced law with The Bayard Law Firm and with Morris, Nichols, Arsht & Tunnell LLP. Mr. Vild holds a B.A. in Music from the Ohio State University and a J.D. from Notre Dame Law School.

Mr. Vild also serves as an independent director of Scottish Re (U.S.), Inc., a non-Debtor affiliate.

### **Katherine Billingham**

Katherine Billingham joined Scottish Re in October 2013. Ms. Billingham served as Assistant Vice President, Associate Counsel prior becoming Vice President, Deputy General Counsel in May 2015. Prior to joining Scottish Re, Ms. Billingham was a practicing attorney in the areas of insurance and reinsurance law, serving as a reinsurance consultant with the Ohio Insurance Department, Liquidation Office, and as Vice President, Secretary and General Counsel for Universal Reinsurance Corporation, based in Cincinnati, Ohio. Ms. Billingham is a Certified Arbitrator and Mediator for AAA, ARIAS, ReMedi and certain other forums. Ms. Billingham holds a B.A. in Music from the State University of New York at Plattsburgh, and a J.D. from Stetson University College of Law.

Ms. Billingham also serves as the Vice President, Deputy General Counsel and Assistant Secretary for Scottish Re (U.S.), Inc., a non-Debtor affiliate.

### **Mark Harris**

Mark Harris joined Scottish Re in June 2007. Mr. Harris served as a Corporate Accountant, Assistant Vice President, Corporate Finance, and Vice President, Finance Manager prior to becoming Senior Vice President, Finance Manager in May 2017. Before working at Scottish Re, Mr. Harris worked at Marsh Management Services (Bermuda) Ltd., managing a broad portfolio of captive insurance companies and holding companies domiciled in Bermuda, the Cayman Islands, and Luxembourg.

Mr. Harris is a Fellow of the Association of Chartered Certified Accountants (ACCA) in the UK, and has obtained the Chartered Property and Casualty Underwriters (CPCU), the Associate in Risk Management (ARM), and the Associate in Reinsurance (ARe) designations through the American Institute for Chartered Property and Casualty Underwriters (AICPCU).

Mr. Harris also serves in a director and/or officer role with the following non-Debtor affiliates: (a) Scottish Re Life (Bermuda) Limited (Senior Vice President, Corporate Finance; Principal Representative); and (d) Scottish Financial (Luxembourg) S.à.r.l. (Director). Mr. Harris previously held positions at Scottish Re Group Limited as an Assistant Vice President Corporate Finance, Vice President, Finance, and Manager.

Dated: August 1, 2018

**Exhibit E**

**Disclosure of Identities and Nature of Compensation of Insiders that Will Be Employed or Retained by the Reorganized Debtors**

As described more fully in Exhibit D to this Plan Supplement, following the Effective Date, Gregg Klingenberg and Thomas J. Keller will continue in their respective positions as executive officers of the Debtors. From and after the Effective Date, Mr. Klingenberg and Mr. Keller will be employees of Ludlow Holdings (Cayman) Ltd., a newly created entity that will be the sole shareholder of Reorganized SALIC. Following the Effective Date, Mr. Klingenberg's and Mr. Keller's respective base salaries and benefits are expected to be substantially consistent with their respective current compensation terms. For the avoidance of doubt, Mr. Klingenberg's and Mr. Keller's post-emergence compensation may include certain equity-based compensation, bonuses, incentive compensation, retention, severance, change in control or fringe benefits, the terms of which have not yet been finalized as of the date hereof.

As described more fully in Exhibit D to this Plan Supplement, following the Effective Date, Michael Vild will continue as an independent director of Reorganized SALIC and SHI. After the Effective Date, Mr. Vild's compensation for serving as a director of Reorganized SALIC and SHI will be equal to or less than his current compensation.

Dated: August 1, 2018



**Exhibit F**

**Rejection Schedule**

As of the date hereof, no Executory Contracts or Unexpired Leases have been identified for rejection pursuant to the Plan. Subject to the terms of the Plan and Stock Purchase Agreement, the Debtors reserve the right to alter, amend, modify or supplement this Rejection Schedule to identify Executory Contracts or Unexpired Leases that the Debtors subsequently deem to reject. This initial Rejection Schedule also is without prejudice to the Debtors' ability to separately move the Bankruptcy Court to assume or reject any Executory Contract or Unexpired Lease.

Dated: August 1, 2018

**Exhibit G**

**Form of Distribution Trust Agreement**

**[RESERVED]**

## **Exhibit H**

### **Disclosure of Identity and Compensation Terms for Distribution Trustee**

Pursuant to section 6.3(d) of the Plan, the Official Committee has informed the Debtors and Purchaser that the Official Committee has selected Clifford A. Zucker of CohnReznick LLP to serve as the initial Distribution Trustee, which selection is acceptable to the Debtors and Purchaser. Mr. Zucker is a partner in CohnReznick's Restructuring & Insolvency Advisory and Dispute Resolutions Services group. According to information provided by the Official Committee, Mr. Zucker has more than 30 years of experience in both public accounting and private industry, and has represented financially troubled companies, receivers, examiners, court-appointed trustees, and unsecured and secured creditors during workout, turnaround, and bankruptcy situations. He has also served as a court-appointed chief restructuring officer, liquidating supervisor, trustee, or plan administrator in numerous matters. Prior to joining CohnReznick, Mr. Zucker worked as an auditor with an accounting firm that was part of the former Big Eight. Mr. Zucker has a B.S. and B.A. in Accounting and Finance from Boston University.

For serving as Distribution Trustee, the Official Committee proposes that Mr. Zucker will be compensated at a blended rate of \$500/hour for himself and any other CohnReznick professionals assisting him, in addition to reimbursement of reasonable and necessary expenses incurred in connection with Mr. Zucker serving as the Distribution Trustee. Additional terms and conditions relating to compensation and reimbursement of expenses of the proposed Distribution Trustee and CohnReznick are or will be set forth in the Distribution Trust Agreement, as such document may be modified prior to the Effective Date.