

“Co-Documentation Agent” means each of Associated Bank, National Association, BNP Paribas, JPMorgan Chase, N.A. and MIHI LLC and their respective successors and assigns in such capacity.

“Code” means the Internal Revenue Code of 1986, and regulations promulgated thereunder.

“Commitment” means any Revolving Commitment.

“Commitment Termination Date” means the earliest to occur of (i) the date that is three years after the Closing Date, (ii) the date the Revolving Commitments are permanently reduced to zero pursuant to Section 2.05, and (iii) the date of the termination of the Revolving Commitments pursuant to Section 8.02.

“Compensation Period” has the meaning specified in Section 2.09(c)(ii).

“Compliance Certificate” means a certificate substantially in the form of Exhibit A.

“Company Risk Factors” means the risk factors under the heading “Risk Factors” set forth in filings with the SEC of Parent.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated EBITDA” has the meaning specified therefor in the FGL Indenture as of the date hereof.

“Consolidated Net Income” means, for any period, the net income (loss) of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP (before preferred stock dividends); *provided, however*, that (without duplication):

(a) any net income (loss) of any Person if such Person is not a Subsidiary or that is accounted for by the equity method of accounting shall be excluded from such Consolidated Net Income, except that:

(1) the Borrower’s equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to the Borrower or a Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to a Subsidiary, to clause (2) below); and

(2) the Borrower’s equity in a net loss of any such Person for such period will be included in determining such Consolidated Net Income to the extent such loss has been funded with cash from the Borrower or a Subsidiary during such period;

(b) solely for the purpose of determining the amount available for Restricted Payments under clause (C) (1) of Section 7.07(a), there shall be excluded from such Consolidated Net Income any net income (but not loss) of any Subsidiary (other than a Subsidiary Guarantor or an Insurance Subsidiary) if such Subsidiary is subject to prior government approval or other restrictions due to the operation of its charter or any agreement, instrument, judgment, decree, order, statute, rule or government regulation (which have not been waived), directly or indirectly, on the payment of dividends or the making of distributions by such Subsidiary, directly or indirectly, to the Borrower, except that:

(1) the Borrower’s equity in the net income of any such Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash that could have been distributed by such Subsidiary during such period to the Borrower or another Subsidiary as a dividend (subject, in the case of a dividend to another Subsidiary, to the limitation contained in this clause); and

(2) the Borrower’s equity in a net loss of any such Subsidiary for such period will be included in determining such Consolidated Net Income;

(c) any net income (but not loss) of the Insurance Subsidiaries determined on a combined basis shall be excluded from such Consolidated Net Income; *provided* that, notwithstanding the foregoing, with respect to any fiscal quarter, there shall be included in Consolidated Net Income any such net income of an Insurance Subsidiary that could have been distributed by any Insurance Subsidiary to the Borrower as a dividend, distribution or return of capital or as a payment of interest or principal on any Surplus Debentures or Notes to the extent the distribution or payment of such net income would not cause the Aggregate RBC Ratio to be less than 250% as of the last day of such fiscal quarter (assuming for purposes of such calculation that any dividend, distribution, return of capital or payment on any Surplus Debentures or Notes during such fiscal quarter shall not have been made);

(d) any after-tax effect of gain or loss (less all fees and expenses relating thereto) realized upon sales or other dispositions of any assets of the Borrower or such Subsidiary (including pursuant to any sale and leaseback transaction) other than in the ordinary course of business shall be excluded from such Consolidated Net Income;

(e) any after-tax effect of income (loss) from the early extinguishment of Indebtedness or early termination of Hedging Obligations or other derivative instruments shall be excluded from such Consolidated Net Income;

(f) the after-tax effect of extraordinary gain or loss shall be excluded from such Consolidated Net Income;

(g) the after-tax effect of the cumulative effect of a change in accounting principles shall be excluded from such Consolidated Net Income;

(h) any after-tax effect of non-cash impairment charges recorded in connection with the application of FASB ASC 350 and FASB ASC 360 shall be excluded from such Consolidated Net Income;

(i) any non-cash compensation expense realized for grants of performance shares, stock options or other rights to officers, directors and employees of the Borrower or any Subsidiary shall be excluded from such Consolidated Net Income;

(j) all impairment charges in connection with Investments made by any Insurance Subsidiary in the ordinary course of business shall be excluded from such Consolidated Net Income; *provided* that the amount of any cash charges relating to such impairment charges shall not be excluded from Consolidated Net Income by operation of this clause (j) to the extent such cash charges reduce “Total Adjusted Capital” (as defined by the applicable Department); and

(k) interest related realized net investment portfolio trading losses of any Insurance Subsidiary (other than any Insurance Subsidiary that is a Foreign Subsidiary) shall be excluded from Consolidated Net Income to the extent such losses do not reduce such Insurance Subsidiary’s “Total Adjusted Capital” (as defined by the applicable Department).

“**Contractual Obligation**” means, as to any Person, any provision of any material security issued by such Person or of any material agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its property is bound.

“**Controlled Group**” means any trade or business (whether or not incorporated) under common control with a Credit Party or any of their Subsidiaries within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“**Conversion/Continuation Notice**” means a notice of conversion or continuation of a Revolving Loan substantially in the form of Exhibit C-2.

“**Credit Extension**” means the making, conversion or continuation of a Revolving Loan.

“**Credit Parties**” means the Borrower and the Guarantors.

“**Credit Suisse**” means Credit Suisse Securities (USA) LLC.

“**Currency Agreement**” means in respect of a Person any foreign exchange contract, currency swap agreement, currency futures contract, currency option contract or other similar agreement as to which such Person is a party or a beneficiary.

“**Debt to Total Capitalization Ratio**” means, with respect to any Person, as of any date, the ratio of (a) the principal amount of, and accrued but unpaid interest on, all Indebtedness for borrowed money of such Person and its consolidated Subsidiaries outstanding on such date, other than (i) Indebtedness owing to such person or any of its Subsidiaries and (ii) the liabilities (if any) of such Person or any of its Subsidiaries in respect of Hedging Obligations as determined by reference to the Swap Termination Value of the Swap Contracts giving rise to such Hedging Obligations, to (b) Total Capitalization of such Person and its consolidated Subsidiaries on such date.

“**Debtor Relief Laws**” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally, including state insurance insolvency laws.

“**Default**” means any event or circumstance that constitutes an Event of Default or that, with the giving of notice, the lapse of time, or both, would (if not cured or otherwise remedied during such time) constitute an Event of Default.

“**Defaulting Lender**” means, subject to Section 2.11(b), any Lender that (a) has failed to (i) fund all or any portion of its Revolving Loans within two Business Days of the date such Revolving Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (which conditions precedent, together with the applicable default, if any, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due unless the subject of a good faith dispute, (b) has notified the Borrower or the

Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lenders' obligation to fund a Revolving Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with the applicable default, if any, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent or such Borrower that it will comply with its prospective funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent) or (d) the Administrative Agent has received notification that such Lender is, or has a direct or indirect parent company that is (i) insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors or (ii) the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its direct or indirect parent company, or such Lender or its direct or indirect parent company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Capital Stock in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

"Department" means, with respect to any Insurance Subsidiary, the Governmental Authority (including the applicable insurance commissioner or other titled officer with duties of an insurance commissioner) of such Insurance Subsidiary's state of domicile with insurance regulatory jurisdiction over such Insurance Subsidiary.

"Disposition" means any sale, lease (other than an operating lease entered into in the ordinary course of business), transfer, issuance or other disposition, or a series of related sales, leases, transfers, issuances or dispositions that are part of a common plan, of shares of Capital Stock of a Subsidiary, including any transaction pursuant to a Reinsurance Agreement (other than directors' qualifying shares or local ownership shares) (it being understood that the Capital Stock of the Borrower is not an asset of the Borrower), property or other assets (each referred to for the purposes of this definition as a "disposition") by the Borrower or any of its Subsidiaries, including any disposition by means of a merger, consolidation or similar transaction. The terms **"Dispose of"**, **"Disposing of"** and **"Disposed of"** shall have correlative meaning.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the Commitment Termination Date, (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock referred to in clause (a) above, in each case at any time on or prior to the date that is 91 days after the Commitment Termination Date, or (c) contains any repurchase obligation which may come into effect prior to the date that is 91 days after the Commitment Termination Date; *provided, however*, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of a change in control or an asset sale occurring prior to the first anniversary of the Commitment Termination Date shall not constitute Disqualified Stock if such Capital Stock provides that the issuer thereof will not redeem any such Capital Stock pursuant to such provisions prior to the repayment in full of the Obligations. In addition, any Capital Stock held by any future, present or former employee, director, officer, manager or consultant (or their estates, spouses or former spouses) of the Borrower, any of its Subsidiaries or any direct or indirect parent company of the Borrower pursuant to any stockholders agreement, management equity plan or stock option plan or any other management or employee benefit plan or agreement shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower or its Subsidiaries following the termination of employment or death or disability of such employee, director, officer, manager or consultant with the Borrower or any of its Subsidiaries or in order to satisfy applicable regulatory or statutory obligation (so long as, in each case referred to in this sentence, any such requirement is made subject to compliance with this Agreement).

"Dollars," "dollars" and "\$" each mean lawful money of the United States.

"Economic Sanctions Laws" means laws, judgments, orders, executive orders, decrees, ordinances, rules, regulations, statutes, case law or treaties relating to economic sanctions and terrorism financing, including any

economic sanctions administered by the U.S. Department of State and the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") and any applicable provisions of the Trading with the Enemy Act (50 U.S.C. App. §§ 5(b) and 16, as amended), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 - 1706, as amended) and Executive Order 13224 (effective September 24, 2001), as amended.

"Eligible Assignee" means any Person other than an Ineligible Institution.

"Embargoed Person" means any party that (a) is publicly identified on the most current list of "Specially Designated Nationals and Blocked Persons" published by OFAC or resides, is located, organized or chartered in a country or territory subject to OFAC sanctions or embargo programs; (b) is publicly identified as prohibited from doing business with the United States under the International Emergency Economic Powers Act or the Trading With the Enemy Act or (c) is owned or acting on behalf of any Person described in either of clause (a) or (b) above, as may be restricted by OFAC interpretations and guidance.

"Engagement Letter" means the engagement letter, dated July 30, 2014 between the Borrower, RBCCM, Credit Suisse and the Administrative Agent.

"Environment" means ambient air, indoor air, surface water, groundwater, drinking water, soil, surface and subsurface strata, and natural resources such as wetlands, flora and fauna.

"Environmental Claims" means all written claims, complaints or notices, by any Governmental Authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for release or injury to the Environment or threat to public health, personal injury (including sickness, disease or death), property damage, natural resources damage, or otherwise alleging liability or responsibility for damages (punitive or otherwise), cleanup, removal, remedial or response costs, restitution, civil or criminal penalties, injunctive relief or other type of relief, resulting from or based upon

the presence, placement, or Release (including intentional or unintentional, negligent or non-negligent, sudden or non-sudden or accidental or non-accidental placement, spills, leaks, discharges, emissions or releases) of any Hazardous Material at, in, under or from property, whether or not owned by Parent or any of its Subsidiaries, excluding, in any case, liabilities or claims arising under any insurance contract or policy, reinsurance agreement or retrocession agreement relating to any of the foregoing where Parent or any of its Subsidiaries is the insurer.

"Environmental Laws" means all Requirements of Law relating to pollution or protection of the Environment, health and safety.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of remediation, fines, penalties or indemnities), of Parent, any other Credit Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the release, threatened release, generation, use, handling, transportation, storage or treatment of, or exposure to, any Hazardous Materials or (c) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974 and the regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with Parent or any of its Subsidiaries within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Single Employer Pension Plan; (b) with respect to any Single Employer Pension Plan, the failure to satisfy the minimum funding standard under Sections 412 or 430 of the Code and Sections 302 or 303 of ERISA, whether or not waived; (c) a withdrawal by Parent, any of its Subsidiaries or any ERISA Affiliate from a Single Employer Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations which is treated as such a withdrawal under Section 4062(e) of ERISA; (d) a complete or partial withdrawal by Parent, any of its Subsidiaries or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization or is insolvent within the meaning of Section 4241 or 4245 of ERISA; (e) the filing of a notice of intent to terminate, the treatment of a plan amendment as a termination under Section 4041 or 4041A of ERISA or the commencement of proceedings by the PBGC to terminate a Single Employer Pension Plan or Multiemployer Plan; (f) an event or condition that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Single Employer Pension Plan or Multiemployer Plan; (g) the imposition of any liability under Title IV of ERISA, other than required plan contributions and PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Parent or any of its Subsidiaries, including by reason of Parent or any of its Subsidiaries being or having been deemed an ERISA Affiliate of any other trade or business; or (h) the imposition of a Lien under Section 430(k) of the Code or Section 303(k) or 4068 of ERISA.

“Eurodollar Rate” means for any Interest Period with respect to a Eurodollar Rate Loan: the rate *per annum* obtained by dividing (a) (i) the rate *per annum* equal to the rate determined by the Administrative Agent to be the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for deposits (for delivery on the first day of such period) with a term equivalent to such period in Dollars displayed on page LIBOR01 of the Reuters Screen (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion), determined as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, or (ii) in the event the rate referenced in the preceding clause (i) is not available, the rate *per annum* determined by the Administrative Agent as the rate of interest equal to the offered quotation rate to major banks in the offshore Dollar market at their request by the Administrative Agent’s London

Branch for deposits (for delivery on the first day of the relevant period) in Dollars of amounts in same day funds comparable to the principal amount of the Revolving Loan, for which the Eurodollar Rate is then being determined with maturities comparable to such period as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, by (b) an amount equal to (i) one *minus* (ii) the Applicable Reserve Requirement.

“Eurodollar Rate Loan” means a Revolving Loan that bears interest at a rate based on the Eurodollar Rate.

“Event of Default” has the meaning specified in Section 8.01.

“Exchange Act” means the Securities Exchange Act of 1934 and the regulations promulgated thereunder.

“Excluded Subsidiary” means (a) any Foreign Subsidiary or any Subsidiary of a Foreign Subsidiary, (b) any Subsidiary that (i) has assets with an aggregate Fair Market Value less than \$2,500,000 as of the end of the most recently ended Fiscal Quarter of the Borrower, (ii) has aggregate revenues less than \$2,500,000 million for the period of four consecutive Fiscal Quarters most recently ended, and (iii) has no Subsidiaries other than any Subsidiary with assets with an aggregate Fair Market Value less than \$2,500,000 as of the end of the most recently ended Fiscal Quarter of the Borrower, or aggregate revenues less than \$2,500,000 million for the period of four consecutive Fiscal Quarters most recently ended, (c) any Insurance Subsidiary or any Subsidiary of an Insurance Subsidiary, (d) any Special Purpose Subsidiary, (e) any Subsidiary that is not permitted by law or regulation to guarantee the Obligations with respect to the Revolving Loans or that would be required to obtain governmental (including regulatory) consent, approval, license or authorization to guarantee the Obligations with respect to the Revolving Loans (unless such consent, approval, license or authorization has been received) and (f) any Subsidiary that is prohibited from guaranteeing the Obligations with respect to the Revolving Loans by any contractual obligation in existence on the Closing Date (or, in the case of any newly acquired Subsidiary, in existence at the time of acquisition but not entered into in contemplation thereof). Any Subsidiary that is an Excluded Subsidiary under clause (b) above that fails to meet the condition in such clause (b) as of the last day of the period of four consecutive fiscal quarters most recently ended shall continue to be deemed an “Excluded Subsidiary” hereunder until the date that is 60 days following the delivery of annual or quarterly financial statements pursuant to Section 6.01 hereof with respect to such period (or the last quarter thereof, as applicable).

“Excluded Taxes” means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Credit Party under any Loan Document, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), (b) Other Connection Taxes, (c) any United States federal withholding Tax that is imposed on amounts payable to a Lender or the Administrative Agent under any laws in effect at the time (i) in the case of a Lender (other than an assignee pursuant to a request by the Borrower under Section 3.07), such Lender acquires the applicable interest in the Commitment and, in the case of the Administrative Agent, it becomes a party hereto or (ii) in the case of any Lender, such Lender changes its lending office, except to the extent in each case that such Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Tax pursuant to Section 3.01(a), (d) any Tax that is attributable to such recipient’s failure to comply with Section 3.01(e) and (e) Taxes imposed pursuant to FATCA.

“Existing Debt” means the 6.375% senior unsecured notes due 2021 issued by the Borrower pursuant to the FGL Indenture.

“Facility” means, collectively, the Revolving Loans and Revolving Commitments therefor.

“Fair Market Value” means, with respect to any property, the price that would reasonably be expected to be paid in an arm’s length free market transaction, for cash, between a willing seller and a

willing buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair Market Value shall be determined in good faith by the Borrower.

“FATCA” means current Sections 1471 through 1474 of the Code and any amended or successor version that is substantively comparable (including any U.S. Treasury Department regulations or other official administrative guidance promulgated thereunder), any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or official practices adopted pursuant to any published intergovernmental agreement entered into in connection with the implementation of such sections of the Code.

“Federal Funds Rate” means, for any day, the rate *per annum* equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

“FGL Indenture” means the Indenture dated as of March 27, 2013 by and among the Borrower as issuer, the subsidiary guarantors party thereto and Wells Fargo Bank, National Association as trustee, as amended, restated, supplemented or otherwise modified.

“FGL Insurance” means Fidelity & Guaranty Life Insurance Company, an Iowa insurance company.

“Fiscal Quarter” means any fiscal quarter of a Fiscal Year.

“Fiscal Year” means any period of twelve consecutive calendar months ending on (i) in the case of the Borrower and Parent, September 30 and (ii) in the case of any Insurance Subsidiary, December 31.

“Fitch” means Fitch Ratings Limited.

“Fixed Charge Coverage Ratio” has the meaning specified therefor in the FGL Indenture as of the date hereof.

“Fixed Charges” has the meaning specified therefor in the FGL Indenture as of the date hereof.

“Foreign Lender” means any Lender that is not a United States person within the meaning of Section 7701(a)(30) of the Code.

“Foreign Subsidiary” means (i) a Subsidiary (which may be a corporation, limited liability company, partnership or other legal entity) organized or existing under the laws of a jurisdiction outside the United States, (ii) any Subsidiary that is organized or existing under the laws of the United States of America or any state thereof or the District of Columbia, if all or substantially all of the assets of such Subsidiary consist of equity or debt of one or more Subsidiaries described in clause (i), intellectual property relating to such Subsidiaries and other assets (including cash or Cash Equivalents) relating to an ownership interest in such Subsidiaries, and (iii) any Subsidiary of a Subsidiary described in clause (i).

“FRB” means the Board of Governors of the Federal Reserve System and any Governmental Authority succeeding to any of its principal functions.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth from time to time in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements

and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession).

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial or regulatory functions of or pertaining to government and any corporation or other entity owned or controlled,

through stock or capital ownership or otherwise, by any of the foregoing, including any Department, board of insurance, insurance department or insurance commissioner.

"Guarantee" means any obligation, contingent or otherwise, of any Person, directly or indirectly, guaranteeing any Indebtedness or other financial obligations of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or (2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other financial obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided, however*, that the term **"Guarantee"** will not include endorsements for collection or deposit in the ordinary course of business. The term **"Guarantee"** used as a verb has a corresponding meaning.

"Guarantee Agreement" means the Guarantee Agreement, dated as of the Closing Date, among the Guarantors and the Administrative Agent, substantially in the form attached hereto as Exhibit E.

"Guarantors" means each of Parent, each Subsidiary Guarantor, and each other Person that shall, at any time on or after the date thereof, become a Guarantor pursuant to the terms hereof or the Guarantee Agreement.

"Hazardous Material" means: (a) any "hazardous substance," as defined by CERCLA; (b) any "hazardous waste," as defined by the Resource Conservation and Recovery Act; (c) petroleum and any petroleum product; or (d) any other pollutant, contaminant, chemical, material, waste or substance in any form that is subject to regulation or, as to which, liability or standards of conduct can be imposed under any Environmental Law.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement, excluding any obligations of Insurance Subsidiaries with respect to Swap Contracts entered into in the ordinary course of business and consistent with the investment policy approved by the Board of Directors of such Insurance Subsidiary.

"Historical Financial Statements" means as of the Closing Date (i) audited annual consolidated financial statements of Parent and the Borrower for Fiscal Year 2013 and (ii) unaudited quarterly consolidated financial statements of Parent and the Borrower for the quarter ended June 30, 2014.

"Historical Statutory Statements" has the meaning specified in Section 5.11(b).

"Immaterial Subsidiary" means a Subsidiary (other than an Insurance Subsidiary existing on the Closing Date or a Subsidiary Guarantor) that holds, directly or indirectly, less than 5% of the Consolidated assets of the Borrower and its Subsidiaries at such time or that accounts for less than 5% of the Consolidated revenues of the Borrower and its Subsidiaries at such time, in each instance determined in accordance with GAAP. Any Subsidiary so designated as an Immaterial Subsidiary that fails to meet the foregoing as of the last day of the period of four consecutive fiscal quarters most recently ended shall continue to be deemed an "Immaterial Subsidiary" hereunder until the date that is 60 days following the delivery of annual or quarterly financial statements pursuant to Section 6.01 hereof with respect to such period (or the last quarter thereof, as applicable).

"Incur" means to issue, create, assume, Guarantee, incur or otherwise become liable for; *provided, however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Person at the time it becomes a Subsidiary; and the terms **"Incurred"** and **"Incurrence"**

have meanings correlative to the foregoing. Any Indebtedness issued at a discount (including Indebtedness on which interest is payable through the issuance of additional Indebtedness) shall be deemed incurred at the time of original issuance of the Indebtedness at the initial accreted amount thereof.

"Indebtedness" means, with respect to any Person on any date of determination (without duplication): (a) the principal of and premium (if any) in respect of indebtedness of such Person for borrowed money; (b) the principal of and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments; (c) the principal component of all obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (including reimbursement obligations with respect thereto, except to the extent such reimbursement obligation relates to a Trade Payable or similar obligation to a trade creditor in each case incurred in the ordinary course of business) other than obligations with respect to letters of credit, bankers' acceptances or similar instruments securing obligations (other than obligations described in clauses (a) and (b) above and clause (c) below) entered into in the ordinary course of business of such Person to the extent such letters of credit, bankers' acceptances or similar instruments are not drawn upon or, to the extent drawn upon, such drawing is reimbursed no later than the fifth Business Day following receipt by such Person of a demand for reimbursement following payment on the letter of credit, bankers' acceptance or similar instrument; (d) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except Trade Payables), which purchase price is due more than six

months after the date of placing such property in service or taking delivery and title thereto, except (i) any such balance that constitutes a Trade Payable, accrued liability or similar obligation to a trade creditor, in each case accrued in the ordinary course of business, and (ii) any earn-out obligation until the amount of such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP; (e) Capitalized Lease Liabilities of such Person (whether or not such items would appear on the balance sheet of the guarantor or obligor); (f) the principal component or liquidation preference of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary that is not a Subsidiary Guarantor, any Preferred Stock (but excluding, in each case, any accrued dividends); (g) the principal component of all indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided, however*, that the amount of such Indebtedness will be the lesser of (i) the fair market value of such asset at such date of determination and (ii) the amount of such indebtedness of such other Persons; (h) the principal component of Indebtedness of other Persons to the extent Guaranteed by such Person (whether or not such items would appear on the balance sheet of the guarantor or obligor); and (i) to the extent not otherwise included in this definition, Hedging Obligations of such Person (the amount of any such obligations to be equal at any time to the Swap Termination Value of such Swap Contracts giving rise to such Hedging Obligation) provided that the following shall not constitute Indebtedness: (i) except as provided in clause (e) above, any obligations in respect of a lease properly classified as an operating lease in accordance with GAAP as in effect on January 1, 2014, (ii) any liability for federal, state, local or other taxes not yet delinquent or being contested in good faith and for which adequate reserves have been established to the extent required by GAAP, (iii) any customer deposits or advance payments received in the ordinary course of business, (iv) obligations of Insurance Subsidiaries with respect to Swap Contracts entered into in the ordinary course of business and consistent with the investment policy approved by the Board of Directors of such Insurance Subsidiary, (v) the following obligations issued or undertaken in connection with a Statutory Reserve Financing: (A) Surplus Debentures or Notes or other obligations of any Special Purpose Subsidiary of the Borrower ("Reserve Financing Notes"), (B) any securities backed by such Reserve Financing Notes by an entity formed in connection with a Statutory Reserve Financing, (C) letters of credit issued for the account of any Special Purpose Subsidiary of the Borrower, (D) reimbursement obligations of any Special Purpose Subsidiary, (E) any guarantees by the Borrower or the Parent of the obligations described in clause (A), (B), (C) or (D) above, (F) reimbursement obligations of the Borrower or the Parent or (G) capital maintenance or similar obligations of the Borrower or the Parent in favor of any Special Purpose Subsidiary, (vi) any obligations with respect to insurance policies, annuities, guaranteed investment contracts and similar policies

underwritten by an Insurance Subsidiary, in each case, in the ordinary course of business and (vii) letters of credit and other obligations in connection with Reinsurance Agreements entered into in the ordinary course of business.

"Indemnified Liabilities" has the meaning specified in Section 10.05(a).

"Indemnified Person" has the meaning specified in Section 10.05(a).

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Credit Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Independent Auditor" has the meaning specified in Section 6.01(a).

"Independent Financial Advisor" means (a) an accounting, appraisal or investment banking firm or (b) a consultant to Persons engaged in any business that is the same as or related, ancillary or complementary to any of the businesses of the Borrower and its Subsidiaries on the Closing Date and any reasonable extension or evolution of any of the foregoing, in each case of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged.

"Index Debt" means (i) so long as the Existing Debt is outstanding, the Existing Debt and (ii) at any time the Existing Debt is no longer outstanding, any other senior, unsecured, long-term debt of the Borrower that is not guaranteed by any other Person or subject to any other credit enhancement.

"Ineligible Institution" means (a) a natural person, (b) a Defaulting Lender, (c) the Borrower or any of its Affiliates, or (d) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof, other than, in the case of this clause (d), any such company, investment vehicle or trust that (1) has not been established for the primary purpose of acquiring Revolving Loans or Revolving Commitments, (2) is managed by a professional advisor having significant experience in the business of making or purchasing commercial loans, (3) has assets greater than \$25,000,000 and (4) makes or purchases commercial loans and similar extensions of credit in the ordinary course of its business as significant part of its activities.

"Insolvency Proceeding" means, with respect to any Person, (a) any case, action or proceeding with respect to such Person before any court or other Governmental Authority relating to bankruptcy, reorganization,

insolvency, liquidation, conservation, rehabilitation, receivership, dissolution, winding-up or relief of debtors or (b) any general assignment for the benefit of creditors, in any case, undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code.

"Insurance Investments" means investments by an Insurance Subsidiary or any Subsidiary of an Insurance Subsidiary for its investment portfolio in the ordinary course of business (other than any of its Investments in Subsidiaries engaged in insurance lines of business) consistent with the policies and procedures approved by the board of directors or the investment committee (or other applicable committee) of such Insurance Subsidiary or any Subsidiary of an Insurance Subsidiary.

"Insurance Subsidiary" means any Subsidiary of Parent that is required to be licensed as an insurer or reinsurer.

"Interest Payment Date" means (a) with respect to any Base Rate Loan, the last Business Day of each of March, June, September and December and (b) with respect to any Eurodollar Rate Loan, the last day of each Interest Period applicable to the Credit Extension of which such Revolving Loan is a part; *provided* that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the date that falls three months after the beginning of such Interest Period and after each Interest Payment Date thereafter is also an Interest Payment Date (but in each case, subject to the definition of "Interest Period").

"Interest Period" means, with respect to any Eurodollar Rate Loan, the period beginning on the date of the applicable Credit Extension and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrower may elect; *provided* that:

(a) if any Interest Period would otherwise end on a day that is not a Business Day, that Interest Period shall be extended to the following Business Day unless the result of such extension

would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (c) of this definition, end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Commitment Termination Date.

For purposes hereof, the date of a Credit Extension initially shall be the date on which such Credit Extension is made and thereafter shall be the effective date of the most recent continuation of such Credit Extension.

"Interest Rate Agreement" means with respect to any Person any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement as to which such Person is party or a beneficiary.

"Interest Rate Determination Date" means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period.

"Interest Type" means, when used with respect to any Revolving Loan, whether the rate of interest on such Revolving Loan is determined by reference to the Eurodollar Rate or the Base Rate.

"Investment" in any Person means any direct or indirect advance, loan (other than advances or extensions of credit in the ordinary course of business that are in conformity with GAAP recorded as accounts receivable on the balance sheet of the Borrower or its Subsidiaries) or other extensions of credit (including by way of Guarantee or similar arrangement, but excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person and all other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP; *provided* that none of the following will be deemed to be an Investment:

- (1) Hedging Obligations entered into in the ordinary course of business and in compliance with this Agreement;
 - (2) endorsements of negotiable instruments and documents in the ordinary course of business;
 - (3) an acquisition of assets, Capital Stock or other securities by the Borrower or a Subsidiary for consideration to the extent such consideration consists of Common Stock of the Borrower;
 - (4) a deposit of funds in connection with an acquisition of assets, Capital Stock or other securities;
- provided* that either such acquisition is consummated by or through a Subsidiary or such deposit is returned to the

Person who made it;

(5) an account receivable arising, or prepaid expenses or deposits made, in the ordinary course of business; and

(6) licensing or transfer of know-how or intellectual property or the providing of services in the ordinary course of business.

"IRS" means the Internal Revenue Service or any Governmental Authority succeeding to any of its principal functions under the Code.

"Lead Arrangers" means each of RBCCM and Credit Suisse Securities (USA) LLC.

"Lenders" has the meaning specified in the preamble to this Agreement and includes any other Person that shall have become a party hereto pursuant to an Assignment and Assumption in accordance with Section 10.07, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Lending Office" means, as to any Lender, the office or offices of such Lender specified as its "Lending Office" or "Domestic Lending Office" or "Eurodollar Lending Office," as the case may be, on

Schedule 10.02 or in its administrative questionnaire delivered to the Administrative Agent, or such other office or offices or office of a third party or sub-agent, as appropriate, as such Lender may from time to time notify the Borrower and the Administrative Agent.

"License" means any license, certificate of authority, permit or other authorization that is required to be obtained from any Governmental Authority in connection with the operation, ownership or transaction of insurance or reinsurance business or to act as an insurance agent or broker.

"Lien" means any security interest, mortgage, deed of trust, pledge, hypothecation, encumbrance or lien (statutory or other) in respect of any property (including those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease or any financing lease having substantially the same economic effect as any of the foregoing) and any contingent or other agreement to provide any of the foregoing, but not including the interest of a lessor under an operating lease or a licensor under a license that does not otherwise secure an obligation.

"Loan Documents" means this Agreement and amendments of and joinders to this Agreement, all Revolving Loan Notes, the Guarantee Agreement, the Engagement Letter and any fee letter agreement entered into pursuant to Section 2.07 and all other documents, certificates, instruments or agreements executed and delivered by or on behalf of a Credit Party for the benefit of the Administrative Agent or any Lender in connection herewith on or after the date hereof.

"Loan Notice" means a notice of Credit Extension substantially in the form of Exhibit C-1.

"Margin Stock" means "margin stock" as such term is defined in Regulation U or X of the FRB.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the business, properties, results of operations or condition (financial or otherwise) of Parent and its Subsidiaries taken as a whole; (b) a material impairment of the ability of the Credit Parties, taken as a whole, to perform under the Loan Documents; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Credit Parties of the Loan Documents to which they are a party, taken as a whole; or (d) a material adverse change in the rights, remedies and benefits available to, or conferred upon, the Administrative Agent and any Lender under the Loan Documents, taken as a whole.

"Material Indebtedness" means Indebtedness or obligations in respect of one or more Swap Contracts having an aggregate outstanding principal amount, individually or in the aggregate with the outstanding principal amount of all other Indebtedness of the Borrowers, the Guarantors, and their respective Subsidiaries (excluding Indebtedness under the Loan Documents) of not less than \$25,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Borrower, the Guarantors and their respective Subsidiaries in respect of any Swap Contracts at any time will be the Swap Termination Value thereof.

"MNPI" means material non-public information (within the meaning of United States federal, state or other applicable securities laws) with respect to the Guarantors, the Borrower or their respective affiliates or securities.

"Moody's" means Moody's Investors Service, Inc., together with any Person succeeding thereto by merger, consolidation or acquisition of all or substantially all of its assets, including substantially all of its business of rating securities.

"Multiemployer Plan" means a "multiemployer plan," within the meaning of Section 4001(a)(3) of ERISA, to which Parent, any of its Subsidiaries or any ERISA Affiliate makes, is making or is obligated to make contributions or, during the preceding six calendar years, has made, or been obligated to make, contributions.

"NAIC" means the National Association of Insurance Commissioners or any successor thereto, or in the absence of the National Association of Insurance Commissioners or such successor, any other association, agency or