

Letter (and with respect to expenses of the Lead Arrangers (other than Attorney Costs) limited to those expenses provided for in the Engagement Letter and (except in the case of fees) to the extent invoiced to the Borrower no later than three Business Days prior to the Closing Date.

(f) The Administrative Agent shall have received (i) a certificate signed by a Responsible Officer of the Borrower, dated as of the Closing Date certifying that each of the conditions precedent specified in clauses (g), (i) and (j) of this Section 4.01 have been satisfied and (ii) a solvency certificate executed by an authorized representative of the Borrower, substantially in the form of Exhibit H.

(g) All governmental and regulatory authorizations and third party approvals necessary in connection with (i) the financing contemplated hereby and (ii) the continuing operation of the Credit Parties and their Subsidiaries, in each case, shall have been obtained and be in full force and effect; except, with respect to clause (ii) only, where failure to obtain such authorizations or approvals would not have a Material Adverse Effect.

(h) Each Credit Party shall have provided the documentation and other information to the Administrative Agent as they reasonably determine are required by bank regulatory authorities under applicable "know-your-customer" and Anti-Money Laundering Laws, including the Patriot Act, at least five Business Days prior to the Closing Date.

(i) There will not exist (pro forma for the financing hereunder) any "event of default" under the Existing Debt or any other Material Indebtedness of Parent or its Subsidiaries.

(j) All of the representations and warranties contained herein or in any Loan Document by the Borrower and each Guarantor shall be true and correct in all material respects on the Closing Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; *provided* that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof.

Section . *Conditions to All Borrowings.*

The obligation of any Lender to make any Revolving Loans, on any Borrowing Date (including on the Closing Date) is subject to satisfaction of the following conditions precedent:

(a) All of the representations and warranties contained herein or in any Loan Document by the Borrower and each Guarantor shall be true and correct in all material respects on and as of such Borrowing Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; *provided* that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof.

(b) No Default or Event of Default shall have occurred and be continuing on such date or immediately after giving effect to the proposed Credit Extension.

(c) The Administrative Agent shall have received a Loan Notice in accordance with the requirements hereof.

(d) After making the Credit Extension requested on such Borrowing Date the Total Utilization of Revolving Commitments shall not exceed the Revolving Commitments then in effect.

Each Loan Notice submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied (or waived) on and as of the date of the applicable Credit Extension.

Section . *Determinations Under Section 4.01.*

For purposes of determining compliance with the conditions specified in Section 4.01, by entering into this Agreement, each of the Lenders shall be deemed to have consented to, approved or accepted or be satisfied with each document or other matter required thereunder to be consented to or approved by, or acceptable or satisfactory to, the Lenders.

ARTICLE 9

ARTICLE 10

Representations and Warranties

The Borrower represents and warrants to the Administrative Agent and the Lenders that on the Closing Date and

on the date of the making of each Revolving Loan hereunder the following statements are true and correct:

Section . *Corporate Existence and Power.*
Each Credit Party and each of its Subsidiaries:

(a) (i) is duly organized and validly existing and (ii) in good standing (only to the extent such concept is applicable), in each case, under the laws of the jurisdiction of its incorporation or organization;
(b) has the corporate (or other organizational) power and authority (i) to own its assets and carry on its business and (ii) in the case of a Credit Party, to perform its obligations, if any, under the Loan Documents to which it is a party;
(c) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of its property or the conduct of its business requires such qualification; and
(d) is in compliance with all Requirements of Law applicable to it or its property;
except, in each case referred to in clauses (a)(i) (except with respect to the Borrower, the Parent and FGL Insurance), (a)(ii), (c) and (d), to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect or result in the imposition of substantial penalties.

Section . *Corporate Authorization; No Contravention.*

The Transactions to be entered into by each Credit Party are within such Person's corporate or other organizational powers. The Transactions (including the execution, delivery and performance by each Credit Party of each Loan Document to which it is a party) have been duly authorized by all necessary corporate or other organizational action of each Credit Party and do not and will not:

(a) contravene the terms of any of such Credit Party's or any of its Subsidiaries articles of incorporation, by-laws or other organizational documents;
(b) conflict with or result in any breach, violation or contravention of, or result in or require the creation of any Lien under, any agreement, document or instrument evidencing any material Contractual Obligation or Material Indebtedness to which such Credit Party or any of its Subsidiaries is a party, except, in each case, to the extent that such conflict, breach, violation, contravention or Lien, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect; or
(c) violate any Requirement of Law or any order, injunction, writ or decree of any Governmental Authority to which such Credit Party or any of its Subsidiaries or its property is subject, except to the extent that such violation, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section . *Governmental Authorization; Other Consents.*

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the Transactions (including the execution, delivery or performance by, or enforcement against, each Credit Party of each Loan Document to which it is a party), except such as have been obtained and are in full force and effect (including, without limitation, the approval of the applicable Department of each Insurance Subsidiary, if required).

Section . *Binding Effect.*

This Agreement has been duly executed and delivered by the Borrower and constitutes, and each other Loan Document to which such other Credit Party is to be a party, when executed and delivered by such Credit Party, will constitute, a legal, valid and binding obligation of such Credit Party, in each case enforceable against the Borrower or such other Credit Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

Section . *Litigation.*

Except as set forth on Schedule 5.05, there are no actions, suits, proceedings, claims or disputes pending, or to the knowledge of such Credit Party, threatened or contemplated, at law, in equity, in arbitration or before any

Governmental Authority, by or against such Credit Party or any of its Subsidiaries or any of their respective properties that: (a) purport to affect or pertain to this Agreement, any other Loan Document, or any of the transactions (including the Transactions) contemplated hereby or thereby or (b) could reasonably be expected to, individually or in the aggregate have a Material Adverse Effect.

Section . *No Default.*

No Default or Event of Default has occurred and is continuing. Neither such Credit Party nor any of its Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its material Contractual Obligations to which it may be subject or by which it or any of its properties may be bound, and no condition exists which, with the giving of notice or the lapse of time or both, could constitute such a default, except where the consequences, direct or indirect, of such default or defaults, if any, could not reasonably be expected to have a Material Adverse Effect.

Section . *ERISA Compliance.*

(a) Each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state law except to the extent that such non-compliance could not reasonably be

expected to have a Material Adverse Effect. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS and to the knowledge of such Credit Party, nothing has occurred which could reasonably be expected to cause the loss of such qualification, except where such non-qualification could not reasonably be expected to have a Material Adverse Effect. Such Credit Party, its Subsidiaries and each ERISA Affiliate have made all required contributions to any Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan, except where such lack of contribution or application for funding waiver could not reasonably be expected to have a Material Adverse Effect.

(b) There are no pending or, to the knowledge of such Credit Party, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. To the knowledge of such Credit Party, there has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that could reasonably be expected to have a Material Adverse Effect.

(c) Except for occurrences or circumstances that individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect: (i) no ERISA Event has occurred or could be reasonably expected to occur and (ii) no Single Employer Pension Plan has any Unfunded Pension Liability.

Section . *Margin Regulations.*

Neither such Credit Party nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of purchasing or carrying Margin Stock or extending credit for the purpose of purchasing or carrying Margin Stock. None of the transactions contemplated by this Agreement (including the direct or indirect use of the proceeds of the Revolving Loans) will violate or result in a violation of Regulation T, U or X of the FRB.

Section . *Title to Properties.*

Each Credit Party and its Subsidiaries has (a) good, sufficient and legal title to (in the case of fee interests in real property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), (c) valid license rights in (in the case of licensed interests in intellectual property) and (d) good title to (in the case of all other personal property), all of their respective properties and assets necessary or used in the ordinary conduct of their respective businesses except for any failure to have such good title and any defects in title or interests as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as permitted by this Agreement, all such properties and assets of each Credit Party and their Subsidiaries (other than Immaterial Subsidiaries) are free and clear of Liens.

Section . *Taxes.*

(a) Each Credit Party and each of its Subsidiaries have timely filed all federal income Tax, other income Tax and other Tax returns and reports required to be filed by any jurisdiction (domestic and foreign) to

which any of them is subject, and have paid all federal income Tax, other income Tax and other Taxes levied or imposed upon it or its properties, income or assets that have become due and payable (including in its capacity as a withholding agent) when due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with SAP or GAAP, as applicable (provided that such contest effectively suspends collection of the same and enforcement of any Lien securing the same) or those the failure to so file or pay could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. There is no current or proposed Tax audit, assessment, deficiency or other claim or proceeding against such Credit Party or any of its Subsidiaries that could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(b) Except as could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect each Credit Party and each of its Subsidiaries have made adequate provision in accordance with SAP or GAAP (as applicable) for all Taxes not yet due and payable.

Section . *Financial Condition.*

(a) Each of the Historical Financial Statements:

(i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, subject, in the case of such unaudited financial statements, to ordinary, good faith year-end and audit adjustments and the absence of footnote disclosure;

(ii) fairly present in all material respects the financial condition, results of operations, cash flows and changes in shareholders' equity of Parent and its Subsidiaries as of the date thereof and results of operations for the period covered thereby; and

(iii) show all material Indebtedness of Parent and its consolidated Subsidiaries as of the date thereof and changes in Capital and Surplus of the respective Insurance Subsidiaries covered thereby for the respective periods then ended.

(b) Each of (x) the December 31, 2013 Annual Statement of each Insurance Subsidiary and (y) the June 30, 2014 Quarterly Statement of each Insurance Subsidiary (collectively, the "**Historical Statutory Statements**"):

(i) were prepared in accordance with SAP, except as may be reflected in the notes thereto and subject, with respect to the Quarterly Statements, to the absence of notes required by SAP and to normal year-end adjustments; and

(ii) were in all material respects in compliance with applicable Requirements of Law when filed and present fairly in all material respects the financial condition of the respective Insurance Subsidiaries covered thereby as of the respective dates thereof and changes in Capital and Surplus of the respective Insurance Subsidiaries covered thereby for the respective periods then ended.

Except for liabilities and obligations disclosed or provided for in the Historical Statutory Statements (including, without limitation, reserves, policy and contract claims and statutory liabilities), no Insurance Subsidiary had, as of the date of its respective Historical Statutory Statements, any material liabilities or obligations of any nature whatsoever (whether absolute, contingent or otherwise and whether or not due) that, in accordance with SAP, would have been required to have been disclosed or provided for in such Historical Statutory Statement.

(c) On and as of the Closing Date, the projections of Parent that have been made available to the Lead Arrangers or the Lenders by or on behalf of Parent have been prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time such financial projections were furnished to the Administrative Agent or the Lenders, it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material.

(d) Since December 31, 2013, no event, circumstance or change has occurred that has had, or could reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect.

Section . *Environmental Matters.*

(a) All properties owned or leased by such Credit Party or any of its Subsidiaries have been, and continue to be, owned or operated by such Credit Party and its Subsidiaries in compliance with all Environmental Laws, except where failure to so comply could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

(b) There have been no past, and there are no pending or, to the knowledge of such Credit Party, threatened, Environmental Claims against such Credit Party or any of its Subsidiaries, except for such Environmental Claims that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) There has been no Release of Hazardous Materials at, on, under or from any property now or, to the knowledge of such Credit Party, previously owned or leased by such Credit Party or any of its Subsidiaries that, individually or in the aggregate, have had, or could reasonably be expected to have, a Material Adverse Effect.

(d) Such Credit Party and each of its Subsidiaries have been issued and are in compliance with all permits, certificates, approvals, licenses and other authorizations required under any Environmental Law to own and operate their property or to conduct their businesses except where failure to obtain or comply with the foregoing could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

(e) There are no underground or above ground storage tanks, active or abandoned, including petroleum storage tanks, on or under any property now owned or leased by such Credit Party or any of its Subsidiaries that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(f) To the knowledge of such Credit Party, neither such Credit Party nor any of its Subsidiaries has directly transported or directly arranged for the transportation of any Hazardous Material to any location that could reasonably be expected to result in liability of such Credit Party or any of its Subsidiaries under any Environmental Law, except any such liability which could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

(g) To the knowledge of such Credit Party, there are no polychlorinated biphenyls or friable asbestos present at any property now owned or leased by such Credit Party or any of its Subsidiaries that, individually or in the aggregate, could be reasonably expected to have a Material Adverse Effect.

Section . *Investment Company Act of 1940.*

No Credit Party is required to register as an investment company under the Investment Company Act of 1940, as amended.

Section . *Subsidiaries.* Schedule 5.14 sets forth the name of, and the ownership interest of Parent (or the applicable Subsidiary) in, each of its Subsidiaries and identifies each Subsidiary that is a Subsidiary Guarantor, Foreign Subsidiary and/or an Insurance Subsidiary, in each case as of the Closing Date.

Section . *Insurance and Other Licenses.*

(a) Schedule T to the most recent Annual Statement of each Insurance Subsidiary lists, as of the Closing Date, all of the jurisdictions in which such Insurance Subsidiary holds active Licenses. No material License of any Insurance Subsidiary is the subject of a proceeding for suspension or revocation and to such Credit Party's knowledge, there is no sustainable basis for such suspension or revocation, and no such suspension or revocation has been threatened by any Governmental Authority, except in any such case where such proceedings would not have a Material Adverse Effect.

(b) Such Credit Party and each of its Subsidiaries has all governmental licenses, authorizations, consents, and approvals (i) to own its assets and carry on its business and (ii) in the case of a Credit Party, to perform its obligations, if any, under the Loan Documents to which it is a party; except, in each case referred to in the preceding clauses (b)(i) and (ii), to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(c) Such Credit Party and each of its Subsidiaries is duly licensed under the laws of each jurisdiction where its ownership, lease or operation of its property or the conduct of its business requires such license; except, in each case referred to in this clause (c), to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(d) Such Credit Party and each of its Subsidiaries possesses all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted without known conflict with any rights of others, except, in

each case referred to in this clause (d), to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section . *Full Disclosure.*

All written reports, financial statements, certificates and other written information (other than forecasts, projections, budgets, estimates and general market and industry data) (collectively, the "Information") provided by or on

behalf of the Borrower or any of the Borrower's representatives to the Administrative Agent or any Lender in connection with the Transactions and the negotiations of this Agreement, are, as of the date such Information is provided and when taken as a whole with all other Information so provided, and taken together with the Company Risk Factors, complete and correct in all material respects and when taken as a whole, did not and will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading; *provided* that with respect to projections, the Borrower represents only that the projections contained in such materials are based on good faith estimates and assumptions believed by the Borrower to be reasonable and attainable at the time made based upon accounting principles consistent with the historical audited financial statements of the Borrower; it being understood and agreed that such projections as to future events are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond the control of the Borrower and that actual results during the period or periods covered by any such projections may materially differ from the projected results.

Section . *Solvency.*

Immediately after the Transactions to occur on the Closing Date are consummated, and, upon the incurrence of any Loan by any Credit Party on any date on which this representation and warranty is made, and after giving effect to the application of the proceeds of such Loan,

- (a) the fair value of the assets of the Borrower and its Subsidiaries, on a consolidated basis (at fair valuation), exceeds their debts and liabilities, subordinated, contingent or otherwise, on a consolidated basis;
- (b) the present fair saleable value of the property of the Borrower and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, on a consolidated basis, as such debts and other liabilities become absolute and matured;
- (c) the Borrower and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, on a consolidated basis, as such liabilities become absolute and matured; and
- (d) the Borrower and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital.

Section . *Insurance.*

Other than as could not reasonably be expected to have a Material Adverse Effect, the insurance maintained by or reserved on the books of such Credit Party and its Subsidiaries is sufficient to protect such Credit Party and its Subsidiaries and their respective directors and officers against such risks as are usually insured against in accordance with industry practice by companies in the same or similar business.

Section . *Anti-Corruption Laws; OFAC; Anti-Terrorism Laws; PATRIOT Act.*

- (a) Each Credit Party and its Subsidiaries and, to the knowledge of such Credit Party, each of such Credit Party's and its Subsidiaries' respective officers directors, employees, controlled Affiliates and agents has conducted its business activities in material compliance with Anti-Corruption Laws and the Credit Parties have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws.

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- (b) No Credit Party or any of its Subsidiaries or, to the knowledge of such Credit Party, any of such Credit Party's or any of its Subsidiaries' respective officers, directors, employees, controlled Affiliates or agents has violated or is in violation of any applicable Anti-Money Laundering Law in any material respect.

- (c) No Credit Party or any of its Subsidiaries or any of such Credit Party's or any of its Subsidiaries' respective officers or directors or, to the knowledge of such Credit Party, any of such Credit Party's or any of its Subsidiaries' employees, controlled Affiliates or agents acting or benefiting in any capacity in connection with the Revolving Loans is an Embargoed Person.

- (d) No Credit Party or any of its Subsidiaries or, to the knowledge of such Credit Party, any of such Credit Party's or any of its Subsidiaries' respective officers, directors, employees, controlled Affiliates or agents acting or benefiting in any capacity in connection with this Agreement has engaged in, or is now engaged in, any dealings or transactions (i) with any Embargoed Person, (ii) in any country or territory subject to OFAC sanctions or embargo

programs, or (iii) otherwise in violation of Economic Sanctions Laws, unless such transactions described in preceding clauses (i) and (ii) are authorized by OFAC or are otherwise permissible pursuant to applicable U.S. laws or regulations.

(e) None of the requesting of any Revolving Loan or any Credit Extension or the use of the proceeds thereof will violate any Anti-Corruption Law, Anti-Money Laundering Law or Economic Sanction Law.

Section . *Use of Proceeds.*

Such Credit Party will use the proceeds of the Revolving Loans (a) for working capital, general corporate purposes and growth initiatives of the Borrower and for other purposes not prohibited by this Agreement and (b) to pay fees, commissions and expenses incurred in connection with this Agreement and the Transactions.

ARTICLE 11

ARTICLE 12

Affirmative Covenants

Until all principal of and interest on each Revolving Loan and all fees and other amounts payable hereunder have been paid in full (other than unmatured, surviving contingent indemnification obligations not yet due and payable) and all Revolving Commitments have been terminated, the Borrower covenants and agrees with the Lenders to, and shall cause each of its Subsidiaries to, as applicable:

Section . *Financial Statements.*

The Borrower shall deliver to the Administrative Agent and each Lender:

(a) promptly upon filing thereof with the SEC, if applicable, (including as part of a Form 10-K) but in any event within one hundred (100) days after the end of each Fiscal Year, commencing with the Fiscal Year in which the Closing Date occurs, (i) the consolidated balance sheets of each of Parent and the Borrower as at the end of such Fiscal Year and the related consolidated statements of income, stockholders' equity and cash flows of each of Parent, and the Borrower for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year (to the extent corresponding figures for the previous Fiscal Year were prepared) and (ii) with respect to such consolidated financial statements of Parent and the Borrower a report thereon of KPMG LLP or other independent certified public accountants of recognized national standing selected by Parent ("**Independent Auditor**") (which report and/or the accompanying financial statements shall be unqualified as to going concern and scope of audit (*provided* that a qualification may be included in any such audit report for a period ending within the twelve (12) month period preceding the scheduled final maturity date of this Agreement to the extent that such qualification is related solely to an upcoming Commitment Termination Date hereunder), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of Parent or the Borrower, as applicable, as at the dates indicated and the results of their operations and their cash

flows for the periods indicated in conformity with GAAP applied on a basis consistent with prior years (except as otherwise disclosed in such financial statements);

(b) promptly upon filing thereof with the SEC, if applicable, (including as part of a Form 10-Q) and in any event within fifty (50) days after the end of each of the first three Fiscal Quarters of each Fiscal Year, commencing with the Fiscal Quarter in which the Closing Date occurs, the consolidated balance sheets of each of Parent and the Borrower as at the end of such Fiscal Quarter and the related consolidated statements of income, stockholders' equity and cash flows of each of Parent and the Borrower for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, setting forth in each case in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year (to the extent corresponding figures for the corresponding periods of the previous Fiscal Year were prepared), certified by a Responsible Officer of the applicable Person whose financial statements are being delivered, as fairly presenting in all material respects, in accordance with GAAP (subject to the absence of footnotes and year-end audit adjustments), the financial position, the results of operations and cash flows of such Person;

(c) (i) within two Business Days after delivery to the applicable Department, and in any event not later than ninety (90) days after the close of each Fiscal Year of each Insurance Subsidiary, copies of the unaudited Annual Statement of such Insurance Subsidiary on a stand-alone basis in each case, to the extent such Annual Statement is required to be delivered to the applicable Department, the stand-alone Annual Statement to be certified by a Responsible Officer of such Insurance Subsidiary, all such statements to be prepared in accordance with SAP consistently applied throughout the periods reflected therein and (ii) if required by the applicable Department, copies of the audited Annual Statement of each Insurance Subsidiary, on a stand-alone basis, in each case, audited and certified by independent

certified public accountants of recognized national standing (such audited Annual Statement to be delivered within five days after delivery to the applicable Department and in any event not later than April 30 of each year);

(d) within five days after delivery to the applicable Department, and in any event not later than forty-five (45) days after the close of each of the first three Fiscal Quarters of each Fiscal Year of each Insurance Subsidiary, copies of the Quarterly Statement of such Insurance Subsidiary, in each case, to the extent such Quarterly Statement is required to be delivered to the applicable Department, on a stand-alone basis, the stand-alone Quarterly Statement to be certified by a Responsible Officer of such Insurance Subsidiary, all such statements to be prepared in accordance with SAP consistently applied through the period reflected therein;

(e) within one hundred (100) days after the close (or, in the case of Raven Reinsurance Company, by June 30) of each Fiscal Year of each Insurance Subsidiary, a copy of the "Statement of Actuarial Opinion" and "Management Discussion and Analysis" for each such Insurance Subsidiary that is provided to the applicable Department (or equivalent information should such Department no longer require such a statement), to the extent required by the applicable Department, as to the adequacy of reserves of such Insurance Subsidiary, such opinion to be in the format prescribed by the insurance code of the state of domicile of such Insurance Subsidiary; and

(f) within thirty (30) days of receipt of any audit committee report prepared by a Credit Party's accountants, if there are any reportable events resulting in any discussion in the sections of such report entitled "Errors or Irregularities", "Illegal Acts" or "Misstatements Due to Fraud", the Borrower will provide copies of such sections to the Administrative Agent.

Section . *Certificates; Other Information.*

The Borrower shall furnish to the Administrative Agent, for further distribution to each Lender:

(a) concurrently with the delivery of the financial statements referred to in Section 6.01(a) and Section 6.01(b), a Compliance Certificate executed by a Responsible Officer of the applicable Person whose financial statements are being delivered;

(b) promptly after the same becomes publicly available, all periodic and other material reports, proxy statements and registration statements that Parent, the Borrower or any Subsidiary (other than any Immaterial Subsidiary) may file with, the SEC;

(c) as soon as practicable and in any event no later than ninety (90) days after the beginning of each Fiscal Year, a detailed consolidated budget for such Fiscal Year (including a summary pro forma capitalization of the Parent and its Subsidiaries for such Fiscal Year); and

(d) promptly, such additional information regarding the business, financial or corporate affairs of Parent, the Borrower or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent, for itself or at the request of any Lender, may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01, this Section 6.02 or Section 6.03 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which Parent or the Borrower post such documents or provide a link thereto on Parent's or the Borrower's website on the Internet at the website address listed on Schedule 10.02; (ii) on which such documents are posted on Parent's or the Borrower's behalf on IntraLinks/IntraAgency, SyndTrak or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); or (iii) on which such documents are made publicly available at www.sec.gov; *provided* that, in each case of clauses (i) - (iii) of this paragraph, the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and, solely with respect to clause (ii), provide the Administrative Agent by electronic mail electronic versions (i.e. soft copies) of such documents. Except for Compliance Certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by Parent, the Borrower, or their Subsidiaries with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (1) the Administrative Agent will make available information and projections (collectively, "**Borrower Materials**") to the Lenders by posting the Borrower Materials on IntraLinks, SyndTrak or another similar secure electronic system (the "**Platform**") and (2) certain of the Lenders may be "public side" Lenders that do not wish to receive MNPI (each, a "**Public Lender**"). The Borrower shall use commercially

reasonable efforts to clearly designate as such all Borrower Materials provided to the Administrative Agent by or on behalf of the Borrower which is suitable to make available to Public Lenders. If the Borrower has not indicated whether Borrower Materials cannot be distributed to Public Lenders, the Administrative Agent shall post such Borrower Materials solely on that portion of the Platform designated for non-Public Lenders.

Section . *Notices.*

The Borrower shall promptly notify the Administrative Agent:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect, including any of the following that could reasonably be expected to have a Material Adverse Effect: (i) any breach or non-performance of, or any default under, a material Contractual Obligation of Parent, the Borrower or any Subsidiary; (ii) the commencement of, or any material development in, any litigation (including any governmental proceeding or arbitration proceeding), tax audit or investigative proceeding, claim, lawsuit, and/or investigation against or involving Parent, the Borrower or any of their Subsidiaries or any of their businesses or operations; (iii) the expiration without renewal, revocation, suspension or restriction of, or the institution of any proceedings to revoke, suspend or restrict, any License now or hereafter held by any Insurance Subsidiary that is required to conduct insurance business in compliance with all applicable laws and regulations; (iv) the institution of any disciplinary proceedings against or in

respect of any Insurance Subsidiary, or the issuance of any order, the taking of any action or any request for an extraordinary audit for cause by any Governmental Authority; or (v) the issuance or adoption of any judicial or administrative order limiting or controlling the insurance business of any Insurance Subsidiary (and not the insurance industry generally);

- (c) of the occurrence of any of the following events affecting Parent, the Borrower, any of their Subsidiaries or any ERISA Affiliate (but in no event more than ten (10) days after such event) and deliver to the Administrative Agent and each Lender a copy of any notice with respect to such event that is filed with a Governmental Authority and any notice delivered by a Governmental Authority to Parent, the Borrower, any of their Subsidiaries or any ERISA Affiliate with respect to such event:

- (i) an ERISA Event;
- (ii) a material increase in any Unfunded Pension Liabilities of any Pension Plan;
- (iii) the adoption of or the commencement of contributions to any Pension Plan by any Credit Party, any of its Subsidiaries or any ERISA Affiliate; or
- (iv) the adoption of any amendment to a Single Employer Pension Plan, if such amendment results in a material increase in contributions or results in Unfunded Pension Liability;

provided that no such notice will be required under this Section 6.03(c) with respect to the occurrence of any such event if such occurrence does not result in, and is not reasonably expected to result in, any liability to any Credit Party, any of its Subsidiaries or any ERISA Affiliate that individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect;

- (d) if any Credit Party or any Subsidiary thereof establishes, contributes to or becomes obligated to contribute to, or incurs any liability, either directly or by reason of its association with a Controlled Group member, in respect of any Plan; and

- (e) of any change of the name, type of organization or jurisdiction of incorporation of Parent, the Borrower or any Insurance Subsidiary in existence on the Closing Date.

Each notice under this Section shall be accompanied by a written statement by a Responsible Officer setting forth details of the occurrence referred to therein, and stating what action Parent, the Borrower or any affected Subsidiary proposes to take with respect thereto.

Section . *Preservation of Corporate Existence, Etc.*

The Borrower shall, and shall cause each of its Subsidiaries to (except as permitted by Section 7.03 or Section 7.06):

(a) (i) preserve and maintain in full force and effect its existence under the laws of its state or jurisdiction of incorporation or organization, as applicable; *provided* no Subsidiary (other than the Borrower and FGL Insurance) shall be required to preserve any such existence if the loss thereof would not reasonably be expected to have a Material Adverse Effect and (ii) preserve and maintain its good standing under the laws of its state or jurisdiction of incorporation or organization, as applicable, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect; and

(b) preserve and maintain in full force and effect all governmental rights, privileges, qualifications, permits, Licenses and franchises necessary in the normal conduct of its business (including those which may at any time and from time to time be necessary for any Insurance Subsidiary to operate its insurance business in compliance with all applicable laws and regulations), including to qualify and remain qualified as a foreign corporation in each jurisdiction in which failure to receive or retain such qualification, except, in the case of this clause (b), where such failure to preserve and maintain could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section . *Insurance.*

The Borrower shall, and shall cause each of its Subsidiaries (other than Immaterial Subsidiaries) to, maintain with financially sound and reputable independent insurers insurance against losses or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as Parent, the Borrower and their Subsidiaries) as are customarily carried under similar circumstances by such other Persons; *provided* that nothing in this Section 6.05 shall be construed to impose requirements with respect to reinsurance or other risk assumption products provided by a Credit Party to any of its customers.

Section . *Payment of Taxes and Claims.*

The Borrower shall, and shall cause each of its Subsidiaries (other than Immaterial Subsidiaries) to, pay all Taxes imposed upon it or any of its properties or assets or in respect of any of its income, businesses or franchises before the same shall become overdue, and all claims (including claims for labor, services, materials and supplies, but excluding claims under Primary Policies) for sums that have become due and payable and that by law have or may become a Lien upon any of its properties or assets, or which, if unpaid, might give rise to a claim entitled to priority over general creditors of such Credit Party or such Subsidiary in any proceeding under applicable law, or any insolvency proceeding, liquidation, receivership, rehabilitation, dissolution or winding-up involving such Credit Party or such Subsidiary prior to the time when any penalty or fine shall be incurred with respect thereto, except (i) to the extent a failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) as is being contested in good faith by appropriate proceedings, so long as adequate reserve or other appropriate provision, as shall be required in conformity with SAP and GAAP shall have been made therefor.

Section . *Compliance with Laws.*

The Borrower shall, and shall cause each of its Subsidiaries (other than Immaterial Subsidiaries) to, comply with all Requirements of Law of any Governmental Authority having jurisdiction over it or its business (including without limitation the Federal Fair Labor Standards Act, the Patriot Act, and all applicable Environmental Laws), except (i) for such non-compliance that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) as may be contested in good faith and by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP.

Section . *Inspection of Property; Books and Records.*

The Borrower shall, and shall cause each of its Subsidiaries to, maintain proper books of record and account in conformity with GAAP or SAP, as applicable, consistently applied. The Borrower shall permit, and shall cause each of its Subsidiaries to permit, representatives and independent contractors of the Administrative Agent or its designees, at the Borrower's expense, to visit and inspect any of their respective properties, to examine their respective corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss their respective affairs, finances and accounts with their respective directors, officers, and independent public accountants, all at such reasonable