

ASSIGNOR  
[NAME OF ASSIGNOR][S]

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

ASSIGNEE  
[NAME OF ASSIGNEE][S]

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

[Consented to and]<sup>22</sup> Accepted:

ROYAL BANK OF CANADA, as Administrative Agent

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

[Consented to:]<sup>23</sup>

FIDELITY & GUARANTY LIFE HOLDINGS, INC., as the Borrower

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

<sup>22</sup> To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

<sup>23</sup> To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

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## ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

### STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

#### 1. Representations and Warranties.

1.1. Assignor[s]. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee[s]. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements of an Eligible Assignee under the Credit Agreement (subject to such consents, if any, as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which

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have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be construed in accordance with and governed by the law of the State of New York.

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EXHIBIT E

FORM OF GUARANTEE AGREEMENT

[See Execution Version]

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EXHIBIT F-1

FORM OF UNITED STATES TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of August 26, 2014 (as may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among **FIDELITY & GUARANTY LIFE HOLDINGS, INC.**, a Delaware corporation (the “**Borrower**”), the Lenders from time to time party thereto, **ROYAL BANK OF CANADA**, as administrative agent for the Lenders (in such capacity, including any successor thereto, the “**Administrative Agent**”) and the other agents and arrangers party thereto. Capitalized terms used but not defined herein have the meanings given to such terms in the Credit Agreement.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Revolving Loans (as well as any Note(s) evidencing such Revolving Loans) in respect of which it is providing this certificate, (ii) it is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, and (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, (iv) it is not a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (v) no interest to be received by it pursuant to the Credit Agreement is effectively connected with a U.S. trade or business.

The undersigned has furnished Administrative Agent and the Borrower with a certificate of its non-U.S. person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent in writing and (2) the undersigned shall furnish the Borrower and the Administrative Agent a properly completed and currently effective certificate and IRS Form W-8BEN or W-8BEN-E in either the calendar year in which payment is to be made by the Borrower or the Administrative Agent to the undersigned, or in either of the two calendar years preceding such payment.

[Signature Page Follows]

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[Lender]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Address]

Dated: \_\_\_\_\_, 20[ ]

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EXHIBIT F-2

FORM OF UNITED STATES TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of August 26, 2014 (as may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among **FIDELITY & GUARANTY LIFE HOLDINGS, INC.**, a Delaware corporation (the “**Borrower**”), the Lenders from time to time party thereto, **ROYAL BANK OF CANADA**, as administrative agent for the Lenders (in such capacity, including any successor thereto, the “**Administrative Agent**”) and the other agents and arrangers party thereto. Capitalized terms used but not defined herein have the meanings given to such terms in the Credit Agreement.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Revolving Loans (as well as any Note(s) evidencing such Revolving Loans) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Revolving Loans (as well as any Note(s) evidencing such Revolving Loans), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members claiming the portfolio interest exemption is a bank within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members claiming the portfolio interest exemption is a ten percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, (v) none of its direct or indirect partners/members claiming the portfolio interest exemption is a “controlled foreign corporation” related to the Borrower

as described in Section 881(c)(3)(C) of the Code, and (vi) no interest to be received by it or its indirect partners/members claiming the portfolio interest exemption pursuant to the Credit Agreement is effectively connected with a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of its partners/members claiming the portfolio interest exemption; *provided* that, for the avoidance of doubt, the foregoing shall not limit the obligation of the Lender to provide, in the case of a partner/member not claiming the portfolio interest exemption, an IRS Form W-8ECI, Form W-9 or Form W-8IMY (including appropriate underlying certificates from each interest holder of such partner/member), in each case establishing such partner/member's available exemption from U.S. federal withholding tax. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent in writing with a properly completed and currently effective certificate and IRS Form W-8IMY and accompanying IRS Forms W-8BEN or W-8BEN-E in either the calendar year in which payment is to be made by the Borrower or the Administrative Agent to the undersigned, or in either of the two calendar years preceding such payment.

[Signature Page Follows]

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[Lender]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Address]

Dated: \_\_\_\_\_, 20[ ]

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EXHIBIT F-3

FORM OF UNITED STATES TAX COMPLIANCE CERTIFICATE

**(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)**

Reference is made to that certain Credit Agreement, dated as of August 26, 2014 (as may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **FIDELITY & GUARANTY LIFE HOLDINGS, INC.**, a Delaware corporation (the

“**Borrower**”), the Lenders from time to time party thereto, **ROYAL BANK OF CANADA**, as administrative agent for the Lenders (in such capacity, including any successor thereto, the “**Administrative Agent**”) and the other agents and arrangers party thereto. Capitalized terms used but not defined herein have the meanings given to such terms in the Credit Agreement.

Pursuant to the provisions of Section 3.01(e) and 10.07(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, (iv) it is not a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (v) no interest to be received by it pursuant to the Credit Agreement is effectively connected with a U.S. trade or business.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate and IRS Form W-8BEN or W-8BEN-E in either the calendar year in which payment is to be made to the undersigned, or in either of the two calendar years preceding such payment.

[Signature Page Follows]

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[Participant]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Address] \_\_\_\_\_

Dated: \_\_\_\_\_, 20[ ]

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EXHIBIT F-4

FORM OF UNITED STATES TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of August 26, 2014 (as may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among **FIDELITY & GUARANTY LIFE HOLDINGS, INC.**, a Delaware corporation (the “**Borrower**”), the Lenders from time to time party thereto, **ROYAL BANK OF CANADA**, as administrative agent for the Lenders (in such capacity, including any successor thereto, the “**Administrative Agent**”) and the other agents and arrangers party thereto. Capitalized terms used but not defined herein have the meanings given to such terms in the Credit Agreement.

Pursuant to the provisions of Section 3.01(e) and 10.07(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members claiming the portfolio interest exemption is a bank within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members claiming the portfolio interest exemption is a ten percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, (v) none of its direct or indirect partners/members claiming the portfolio interest exemption is a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) no interest to be received by it or its indirect partners/members claiming the portfolio interest exemption pursuant to the Credit Agreement is effectively connected with a U.S. trade or business.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of its partners/members claiming the portfolio interest exemption; provided that, for the avoidance of doubt, the foregoing shall not limit the obligation of the undersigned to provide, in the case of a partner/member not claiming the portfolio interest exemption, an IRS Form W-8ECI, Form W-9 or Form W-8IMY (including appropriate underlying certificates from each interest holder of such partner/member), in each case establishing such partner/member’s available exemption from U.S. federal withholding tax. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate and IRS Form W-8IMY and accompanying IRS Forms W-8BEN or W-8BEN-E in either the calendar year in which payment is to be made to the under-signed, or in either of the two calendar years preceding such payment.

[Signature Page Follows]

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[Participant]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Address] \_\_\_\_\_

Dated: \_\_\_\_\_, 20[ ]

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EXHIBIT G

FORM OF PREPAYMENT NOTICE

Dated: \_\_\_\_\_, 20[\_ ]

To: Royal Bank of Canada, as Administrative Agent  
20 King Street West, 4th Floor  
Toronto, Ontario M5H 1C4

Attention: Manager, Agency Services Group

Ladies and Gentlemen:

This Prepayment Notice is delivered to you pursuant to Section 2.05(e) of that certain Credit Agreement, dated as of August 26, 2014 (as may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among **FIDELITY & GUARANTY LIFE HOLDINGS, INC.**, a Delaware corporation (the “**Borrower**”), the Lenders from time to time party thereto, **ROYAL BANK OF CANADA**, as administrative agent for the Lenders (in such capacity, including any successor thereto, the “**Administrative Agent**”) and the other agents and arrangers party thereto. Capitalized terms used but not defined herein have the meanings given to such terms in the Credit Agreement.

The undersigned Borrower hereby notifies you that, effective as of [\_\_\_\_\_, 20\_\_]<sup>1</sup>, the Borrower will make [an optional prepayment][a voluntary commitment reduction]<sup>2</sup>[a mandatory prepayment] pursuant to Section [2.05(a)][2.05(b)][2.05(c)] of the Credit Agreement of the [Revolving Loans][Revolving Commitments] as specified below:

(A)Prepayment/Commitment Reduction Amount <sup>3</sup>

\_\_\_\_\_

1 With respect to prepayments, notice must be delivered by 12:00 noon New York City Time, at least one (1) Business Day prior to the effective date. With respect to voluntary commitment reductions, notice must be delivered at least three (3) business days prior to the effective date.

2 Voluntary commitment reduction must be requested by the Borrower.

3 Amount is subject to the following: (i) With regard to prepayments, minimum amounts of (x) with respect to Eurodollar Rate Loans, \$1,000,000 or any multiple of \$1,000,000 in excess thereof and (y) with respect to Base Rate Loans \$500,000 or any multiple of \$100,000 in excess thereof, provided that notwithstanding the foregoing, any Revolving Loan may be prepaid in its entirety. (ii) With regard to commitment reductions, aggregate minimum amount of (x) with respect to Eurodollar Rate Loans, \$1,000,000 and integral multiples of \$1,000,000 in excess of that amount and (y) with respect to Base Rate Loans, \$500,000 and integral multiples of \$100,000 in excess of that amount.



(B)Type of Revolving Loan <sup>4</sup>

(C)Date of Revolving Loan, conversion or continuation (which is  
a Business Day)

(D)[Interest Period and the last day thereof] <sup>5</sup>

The above complies with the notice requirements set forth in the Credit Agreement. <sup>6</sup>

The Borrower respectfully requests that Administrative Agent promptly notify each of the Lenders party to the Credit Agreement of this Prepayment Notice.

*[The remainder of this page is intentionally left blank.]*

<sup>4</sup> Specify Eurodollar Rate Loan or Base Rate Loan.

<sup>5</sup> Applicable for Eurodollar Rate Loans only.

<sup>6</sup> Such Notice may state that it is conditioned upon the occurrence or non-occurrence of any event specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked by the Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

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IN WITNESS WHEREOF, the undersigned has executed this Prepayment Notice as of the date first above written.

**FIDELITY & GUARANTYLIFE HOLDINGS,  
INC., as Borrower**

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

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EXHIBIT H

FORM OF SOLVENCY CERTIFICATE

Date: August 26, 2014

To the Administrative Agent and each of the Lenders  
party to the Credit Agreement referred to below:

Pursuant to Section 4.01(f)(ii) of that certain Credit Agreement dated as of August 26, 2014, among **FIDELITY & GUARANTYLIFE HOLDINGS, INC.**, a Delaware corporation (the “**Borrower**”), the Lenders from time to time party thereto, **ROYAL BANK OF CANADA**, as administrative agent for the Lenders (in such capacity, including any successor thereto, the “**Administrative Agent**”) and the other agents and arrangers party thereto, the undersigned, solely in the undersigned’s capacity as an authorized representative of the Borrower, hereby certifies, on behalf of the Borrower and its Subsidiaries and not in the undersigned’s individual or personal capacity and without personal liability, that, as of the Closing Date, immediately after giving effect to the Transactions to occur on the Closing Date (including the making of the Revolving Loans, if any, and the application of the proceeds thereof on the Closing Date):

- (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