United States
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (date of earliest event reported): October 1, 2024

Fidelity National Financial, Inc.

(Exact name of Registrant as Specified in its Charter)

001-32630
(Commission File Number)

Delaware	16-1725106
(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employer Identification Number)

601 Riverside Avenue
Jacksonville, Florida 32204
(Addresses of Principal Executive Offices)

(904) 854-8100
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
FNF Common Stock, $0.0001 par value	FNF	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement

6.250% Senior Notes due 2034

On October 4, 2024, Fidelity National Financial, Inc.'s (the "Company") majority-owned subsidiary F&G Annuities & Life, Inc., a Delaware corporation ("F&G"), completed the public offering of $500 million aggregate principal amount of its 6.250% Senior Notes due 2034 (the "New Notes"). The New Notes were registered pursuant to F&G's registration statement on Form S-3ASR (File No. 333-282432) (the "Registration Statement") filed with the Securities and Exchange Commission (the "SEC") on October 1, 2024 and were offered to the public pursuant to the prospectus supplement, dated October 1, 2024, to the prospectus, dated October 1, 2024, which forms a part of the Registration Statement. The New Notes are guaranteed on an unsecured, unsubordinated basis by each of F&G's subsidiaries that are guarantors of F&G's obligations under its existing credit agreement (together, the "Guarantors" and each, a "Guarantor").

F&G intends to use the net proceeds from the offering of the New Notes to repay borrowings under its revolving credit facility and for general corporate purposes, including the support of organic growth opportunities.

In connection with the offering of the New Notes, F&G entered into an underwriting agreement, dated October 1, 2024 (the "Underwriting Agreement"), among F&G, the Guarantors and Wells Fargo Securities, LLC, BofA Securities, Inc., J.P. Morgan Securities LLC and RBC Capital Markets, LLC, as representatives of the several underwriters named therein. A copy of the Underwriting Agreement is attached hereto as Exhibit 1.1 and incorporated by reference herein.

Indenture

The New Notes were issued pursuant to an indenture, dated as of January 13, 2023 (the "Base Indenture"), among F&G, the Guarantors and Citibank, N.A., as trustee (the "Trustee"), as supplemented by a Second Supplemental Indenture, dated as of January 26, 2023 (the "Second Supplemental Indenture"), between CF Bermuda Holdings Limited and the Trustee, and by a Fifth Supplemental Indenture, dated as of October 4, 2024 (the "Fifth Supplemental Indenture" and, together with the Base Indenture and the Second Supplemental Indenture, the "Indenture"), among F&G, the Guarantors and the Trustee. The New Notes are the senior unsecured, unsubordinated obligations of F&G and are fully and unconditionally guaranteed on an unsecured, unsubordinated basis by the Guarantors. The New Notes will bear interest at a rate equal to 6.250% per year, payable semi-annually in arrears on April 4 and October 4 of each year, beginning on April 4, 2025. The New Notes will mature on October 4, 2034 unless earlier repurchased or redeemed.

At any time prior to July 4, 2034 (the "Par Call Date"), F&G will have the right to redeem the New Notes at its option, in whole or in part, at a redemption price equal to the greater of (i)(a) the sum of the present values of the remaining scheduled payments of principal of and interest on the New Notes to be redeemed discounted to the redemption date (assuming the New Notes to be redeemed matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the Indenture), plus 40 basis points, less (b) accrued and unpaid interest thereon to, but not including, the redemption date; and (ii) 100% of the principal amount of the New Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to, but not including, the redemption date. At any time on or after the Par Call Date, F&G will have the right to redeem the New Notes at its option, in whole or in part, at a redemption price equal to 100% of the principal amount of the New Notes to be redeemed, plus accrued and unpaid interest thereon to, but not including, the redemption date.

The interest rate payable on the New Notes will be subject to adjustment from time to time if any two of S&P, Fitch and Moody's (or a substitute rating agency therefor) downgrade (or downgrade and subsequently upgrade) the credit ratings assigned to the New Notes, under the terms of the Indenture.

Upon a Change of Control Triggering Event, as defined in the Indenture, with respect to the New Notes, F&G is required, subject to certain exceptions, to offer to purchase all of the New Notes then outstanding at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the purchase date.

The foregoing summaries of the Fifth Supplemental Indenture and the New Notes in this Item 1.01 do not purport to be complete and are qualified in their entirety by reference to the full and complete texts of the Fifth Supplemental Indenture and the New Notes, respectively, copies of which are attached hereto as Exhibit 4.1 and Exhibit 4.2, respectively, incorporated herein by reference. The foregoing summaries of the Base Indenture and the Second Supplemental Indenture in this Item 1.01 do not purport to be complete and are qualified in their entirety by reference to the full and complete texts of the Base Indenture and the Second Supplemental Indenture, copies of which were filed with the SEC as Exhibit 4.1 to

F&G's Current Report on Form 8-K, filed on January 13, 2023, and Exhibit 4.3 to F&G's Registration Statement on Form S-4, filed on August 10, 2023, respectively, and are incorporated herein by reference.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995 that involve risk and uncertainties. These forward-looking statements are based on our current beliefs, understandings and expectations and may relate to, among other things, statements regarding our current beliefs, understanding and expectations regarding this incident and its impact on our business, operations and financial results. These forward-looking statements are neither promises nor guarantees, but are subject to a variety of risks and uncertainties, many of which are beyond our control, which could cause actual results to differ materially from those contemplated in these forward-looking statements. Factors that could cause actual results to differ materially from those expressed or implied include legal, regulatory, reputational, operational, and financial risks resulting from this incident, our ongoing investigation of the incident, including the Company's potential discovery of additional information related to the incident in connection with this investigation, any potential customer and regulatory inquiries and/or litigation to which the Company may become subject in connection with this incident, the extent of remediation and other additional costs that may be incurred by the Company in connection with this incident, the extent of insurance coverage and contractual indemnification, and the risks set forth in our Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 29, 2024, and our other filings with the SEC. The Company undertakes no obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit	Description
1.1	Underwriting Agreement, dated as of October 1, 2024, among F&G Annuities & Life, Inc., the guarantors party thereto and Wells Fargo Securities, LLC, BofA Securities, Inc., J.P. Morgan Securities LLC and RBC Capital Markets, LLC, as representatives of the several underwriters named therein.
4.1	Fifth Supplemental Indenture relating to F&G Annuities & Life, Inc.'s 6.250% senior notes due 2034, dated as of October 4, 2024, among F&G Annuities & Life, Inc., the guarantors named therein and Citibank, N.A., as trustee.
4.2	Form of F&G Annuities & Life, Inc.'s 6.250% senior notes due 2034 (included in Exhibit 4.1).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Fidelity National Financial, Inc.

Date: October 4, 2024

By: */s/ Michael L. Gravelle*

Name: Michael L. Gravelle

Title: Executive Vice President, General Counsel and Corporate Secretary

F&G Annuities & Life, Inc.

$500,000,000 6.250% Senior Notes due 2034

Underwriting Agreement

October 1, 2024

Wells Fargo Securities, LLC
550 South Tryon Street, 5th Floor
Charlotte, North Carolina 28202

BofA Securities, Inc.
One Bryant Park
New York, New York 10036

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

RBC Capital Markets, LLC
Brookfield Place
200 Vesey Street, 8th Floor
New York, New York 10281

As Representatives of the several Underwriters listed in Schedule 1 hereto

Ladies and Gentlemen:

F&G Annuities & Life, Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the several underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom Wells Fargo Securities, LLC, BofA Securities, Inc., J.P. Morgan Securities LLC and RBC Capital Markets, LLC are acting as representatives (the "Representatives"), $500,000,000 aggregate principal amount of the Company's 6.250% Senior Notes due 2034 (the "Securities").

The Securities will be issued pursuant to an Indenture, dated as of January 13, 2023 (the "Base Indenture"), among the Company, the guarantors listed in Schedule 2 hereto (the "Guarantors") and Citibank, N.A., as trustee (the "Trustee"), as amended and supplemented, including by the Second Supplemental Indenture, dated as of January 26, 2023 (the "Second Supplemental Indenture"), between CF Bermuda Holdings Limited, a Bermuda exempted company, and the Trustee, and by the Fifth Supplemental Indenture, to be dated as of October 4, 2024 (together with the Base Indenture and the Second Supplemental Indenture, the "Indenture"), among the Company, the Guarantors and the Trustee, and will be guaranteed on an unsecured senior basis by each of the Guarantors (the "Guarantees").

The Company and the Guarantors have prepared and filed with the Securities and Exchange Commission (the "Commission"), in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), a registration statement on Form S-3 (Registration No. 333-282432), including a prospectus relating to the Securities and the Guarantees, and such registration statement has become effective under the Securities Act. Such registration statement, at the time it became effective or, if any post-effective amendment thereto has been filed with the Commission, at the time the most recent post-effective amendment thereto became effective, and as it may have been thereafter amended to the date of this Agreement (including the documents then incorporated by reference therein), is herein referred to as the "Registration Statement". The Registration Statement at the time it originally became effective is referred to hereinafter as the "Original Registration Statement". If the Company has filed, or will file, a registration statement pursuant to Rule 462(b) under the Securities Act relating to the Securities and the Guarantees (the "Rule 462(b) Registration Statement"), then any reference herein to the term "Registration Statement" shall be deemed to include such Rule 462(b) Registration Statement. The prospectus forming a part of the Registration Statement, at the time the Registration Statement became effective (including the documents then incorporated by reference therein), is herein referred to as the "Base Prospectus"; provided, that, in the event that the Base Prospectus shall have been amended or revised prior to the execution of this Agreement, or if the Company shall have supplemented the Base Prospectus by filing any documents pursuant to Section 13, 14 or 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the time the Registration Statement became effective and prior to the execution of this Agreement, which documents are deemed to be incorporated in the Base Prospectus, the term "Base Prospectus" shall also mean such prospectus as so amended, revised or supplemented. The Base Prospectus, as amended and supplemented immediately prior to the Time of Sale (as defined herein), is herein referred to as the "Preliminary Prospectus". The Base Prospectus, as it shall be revised or supplemented to reflect the final terms of the offering and sale of the Securities and the Guarantees by a prospectus supplement relating to the Securities and the Guarantees, and in the form to be filed with the Commission pursuant to Rule 424 under the Securities Act, is hereinafter referred to as the "Prospectus".

For purposes of this Agreement, all references to the Registration Statement, the Base Prospectus, the Preliminary Prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copies thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system or any successor system ("EDGAR"). All references in this Agreement to the Registration Statement, the Base Prospectus, the Preliminary Prospectus, the Prospectus or any amendment or supplement to any of the foregoing, or to financial statements, schedules or other information that is "contained," "included" or "stated" (or other references of like import) therein, shall be deemed to include the information contained in documents filed by the Company with the Commission under the Exchange Act, that are incorporated by reference in the Registration Statement, the Base Prospectus, the Preliminary Prospectus, the Prospectus or any amendment or supplement thereto pursuant to Item 12 of Form S-3 under the Securities Act, to the extent such information has not been superseded or modified in accordance with Rule 412 under the Securities Act.

As used in this Agreement:

"Issuer Free Writing Prospectus" means any "issuer free writing prospectus", as defined in Rule 433 under the Securities Act, including, without limitation, any "free writing prospectus" (as defined in Rule 405 under the Securities Act) relating to the Securities that is (i) required to be filed with the Commission by the Company, (ii) a "road show for an offering that is a written communication" within the meaning of Rule 433(d)(8)(i) under the Securities Act, whether or not required to be filed with the Commission, or (iii) exempt from filing with the Commission pursuant to Rule 433(d)(5)(i) under the Securities Act because it contains a description of the Securities or of the offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g) under the Securities Act.

"Issuer General Use Free Writing Prospectus" means the Pricing Term Sheet (as defined herein) and any other Issuer Free Writing Prospectus that is intended for general distribution to prospective investors (other than a "*bona fide* electronic road show", as defined in Rule 433 under the Securities Act), as listed in Part A of Annex A hereto.

"Issuer Limited Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus, as listed in Part B of Annex A hereto.

"Time of Sale" means 2:55 p.m., New York City time, on October 1, 2024.

"Time of Sale Information" means the Preliminary Prospectus, the Pricing Term Sheet and each other Issuer General Use Free Writing Prospectus, all considered together.

The Company and the Guarantors hereby confirm their agreement with the several Underwriters concerning the purchase and resale of the Securities, as follows:

1. Purchase and Sale of the Securities.

(a) The Company agrees to issue and sell the Securities to the several Underwriters pursuant to the terms of, and subject to the conditions set forth in, this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth opposite such Underwriter's name in Schedule 1 hereto at a price equal to 98.713% of the principal amount thereof.

(b) The Company and the Guarantors acknowledge and agree that each Underwriter is acting solely in the capacity of an arm's length contractual counterparty to the Company and the Guarantors with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company, the Guarantors or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company, the Guarantors

or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the Guarantors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and neither the Representatives nor any other Underwriter shall have any responsibility or liability to the Company or the Guarantors with respect thereto, other than the duties and obligations set forth in this Agreement. Any review by the Representatives or any other Underwriter of the Company, the Guarantors and the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Representatives or such other Underwriter, as the case may be, and shall not be on behalf of the Company, the Guarantors or any other person.

2. Payment and Delivery.

(a) Payment for and delivery of the Securities will be made at the offices of Pillsbury Winthrop Shaw Pittman LLP, 31 West 52nd Street, New York, New York 10019, or by the electronic exchange of documents and certificates by the parties, at 10:00 a.m., New York City time, on October 4, 2024, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date".

(b) Payment for the Securities shall be made by wire transfer in immediately available funds to the account(s) specified in writing by the Company to the Representatives against delivery to the nominee of The Depository Trust Company ("DTC"), for the account of the Underwriters, of one or more global notes representing the Securities (collectively, the "Global Note"), with any transfer taxes payable in connection with the sale of the Securities to the Underwriters paid by the Company. The Global Note will be made available for inspection by the Representatives not later than 1:00 p.m., New York City time, on the business day prior to the Closing Date.

3. Representations and Warranties of the Company and the Guarantors. The Company and the Guarantors jointly and severally represent and warrant to each Underwriter that:

(a) *Registration Statement*. The Company meets the requirements for the use of Form S-3 under the Securities Act. The Registration Statement automatically became effective under the Securities Act upon the filing thereof on October 1, 2024, meets the requirements set forth in paragraph (a)(1)(ix) or (a)(1)(x) of Rule 415 under the Securities Act and complies in all other respects with Rule 415 under the Securities Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued by the Commission under the Securities Act and no proceedings for that purpose have been instituted or are pending or, to the Company's knowledge, threatened by the Commission. The Company and the Guarantors have complied with each request (if any) from the Commission for additional information with respect to the Registration Statement. Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, at the Time of Sale and as of the Closing Date, complied and will comply in all

material respects with the requirements of the Securities Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the related rules and regulations of the Commission. Neither the Registration Statement nor any post-effective amendment thereto, when considered together with the Registration Statement, at its effective time, at the Time of Sale or as of the Closing Date, contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, that the Company and the Guarantors make no representation or warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility on Form T-1 of the Trustee under the Trust Indenture Act or (ii) any statements or omissions made in the Registration Statement or any post-effective amendment thereto in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement or any post-effective amendment thereto (it being agreed that the only such information furnished by any Underwriter consists of the information set forth in Section 7(b) hereof). The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T of the Commission ("Regulation S-T").

(b) *Prospectuses*. No order preventing or suspending the use of the Base Prospectus, the Preliminary Prospectus or the Prospectus has been issued by the Commission and no proceedings for any of those purposes have been instituted or are pending or, to the Company's or any Guarantor's knowledge, threatened by the Commission. The Base Prospectus, the Preliminary Prospectus, the Prospectus and any amendment or supplement thereto, at the time each was filed with the Commission, and, in each case, at the Time of Sale and as of the Closing Date, complied and will comply in all material respects with the requirements of Securities Act and the related rules and regulations of the Commission. None of the Base Prospectus, the Preliminary Prospectus, the Prospectus nor any amendment or supplement thereto, as of its issue date, at the time of any filing thereof with the Commission pursuant to Rule 424(b) under the Securities Act or as of the Closing Date, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in the Base Prospectus, the Preliminary Prospectus, the Prospectus or any amendment or supplement thereto in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Base Prospectus, the Preliminary Prospectus, the Prospectus or any amendment or supplement thereto (it being agreed that the only such information furnished by any Underwriter consists of the information set forth in Section 7(b) hereof). Each of the Base Prospectus, the Preliminary Prospectus and the Prospectus was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(c) *Issuer Free Writing Prospectuses*. At the Time of Sale, none of (i) the Time of Sale Information and (ii) any individual Issuer Limited Use Free Writing Prospectus, when taken

together with the Time of Sale Information, included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in the Time of Sale Information or any Issuer Limited Use Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Time of Sale Information or any Issuer Limited Use Free Writing Prospectus (it being agreed that the only such information furnished by any Underwriter consists of the information set forth in Section 7(b) hereof). No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement, the Base Prospectus, the Preliminary Prospectus, the Prospectus or other prospectus deemed to be a part thereof, or with the information contained in the Company's periodic and current reports filed with the Commission pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement, in each case that have not been superseded or modified.

(d) *Well-Known Seasoned Issuer Status; Not an Ineligible Issuer; Shelf Registration Statement*. At the latest of the time (i) of filing the Original Registration Statement, (ii) of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus) and (iii) the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Securities Act) made any offer relating to the Securities in reliance on the exemption provided by Rule 163 under the Securities Act, and at the date hereof, the Company was and is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act), including not having been and not being an "ineligible issuer", as defined in Rule 405 under the Securities Act. At the time of filing the Original Registration Statement, at the earliest time thereafter that the Company, any Guarantor or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Securities or the Guarantees and at the date hereof, neither the Company nor any Guarantor was or is an "ineligible issuer", as defined in Rule 405 under the Securities Act, without taking account of any determination by the Commission pursuant to Rule 405 under the Securities Act that it is not necessary that the Company or any Guarantor be considered an "ineligible issuer", as defined in Rule 405 under the Securities Act. The Registration Statement is an automatic shelf registration statement (as defined for purposes of this Section 5(v) in Rule 405 under the Securities Act) and initially became effective not earlier than the date that is three years prior to the Closing Date. The Company has not received from the Commission any notice pursuant to Rule 401(g)(2) under the Securities Act objecting to the use of the automatic shelf registration statement form, and the Securities have been and remain eligible for registration by the Company on an automatic shelf registration statement form.

(e) *Incorporated Information.* The documents incorporated by reference in each of the Registration Statement, the Base Prospectus, the Preliminary Prospectus and the Prospectus, (i) as of their respective dates, complied or will comply in all material respects with the requirements of the Exchange Act, and (ii) when taken together with the Time of Sale

Information, did not, as of the Time of Sale, and, when taken together with the other information in the Prospectus, will not, at the Time of Sale and as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Financial Statements and Other Financial Information*. The financial statements and financial statement schedules and the related notes thereto included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus present fairly the consolidated financial position of the Company and its subsidiaries, as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods covered thereby; and the other financial information included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus has been derived from the accounting records of the Company and its subsidiaries and presents fairly, on the basis stated in the Registration Statement, the Time of Sale Information and the Prospectus, the information shown thereby. All disclosures included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G under the Exchange Act and Item 10 of Regulation S-K under the Securities Act, to the extent applicable. All financial information and other disclosures required by Rule 3-10 and Rule 13-01 of Regulation S-X of the Commission ("Regulation S-X") have been included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus and any such financial information or other disclosures are in conformity with the requirements of Rule 3-10 and Rule 13-01 of Regulation S-X; and no other financial information or supporting schedules are required to be included in the Registration Statement, the Time of Sale Information and the Prospectus under the Securities Act. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(g) *No Material Adverse Change*. Since the date of the most recent financial statements of the Company included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, (i) there has not been any change in the capital stock (other than issuances of shares upon the exercise of stock options described as outstanding in, and the grant of options and awards under existing equity incentive plans described in, the Registration Statement, the Time of Sale Information and the Prospectus) or long-term debt of the Company or any material adverse change in the financial condition, prospects, earnings, business, properties, management, stockholder's equity or results of operations of the Company and its subsidiaries, taken as a whole; (ii) neither the Company nor any of its subsidiaries has incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries, taken as a whole; and (iii) the Company has not sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, that is material to the Company and its subsidiaries, taken as a whole, or from any

labor disturbance or dispute or any action, order or decree of any court or other governmental or regulatory authority, except in each case as otherwise disclosed in each of the Registration Statement, the Time of Sale Information and the Prospectus.

(h) *Organization and Good Standing*. Each of the Company, the Guarantors and the Significant Subsidiaries (as defined below) has been duly incorporated or organized, as the case may be, is validly existing as a corporation or limited liability company, as the case may be, in good standing under the laws of the jurisdiction in which it is chartered or organized with all requisite power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Registration Statement, the Time of Sale Information and the Prospectus, and is duly qualified to do business as a foreign corporation or limited liability company, as the case may be, and is in good standing under the laws of each jurisdiction that requires such qualification, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the financial condition, prospects, earnings, business, properties, management, stockholder's equity or results of operations of the Company and its subsidiaries, taken as a whole, or on the performance by the Company and the Guarantors of their obligations under the Transaction Documents (as defined below) (a "Material Adverse Effect"). For purposes of this Agreement, "Significant Subsidiaries" means the subsidiaries of the Company listed in Schedule 3 to this Agreement. The subsidiaries listed in Schedule 3 to this Agreement are the only "significant subsidiaries" of the Company (as defined in Rule 1-02 of Regulation S-X).

(i) *Guarantors and Significant Subsidiaries*. All the outstanding shares of capital stock of each Guarantor and each Significant Subsidiary have been duly authorized and validly issued and are fully paid and non-assessable, and, except as otherwise set forth in the Registration Statement, the Time of Sale Information and the Prospectus, all outstanding shares of capital stock of the Guarantors and the Significant Subsidiaries are owned by the Company, either directly or through wholly owned subsidiaries, free and clear of any security interest, claim, lien or encumbrance.

(j) *Insurance Subsidiaries*. Each of the Company and the Significant Subsidiaries that are engaged in the business of insurance or reinsurance (each such Significant Subsidiary, an "Insurance Subsidiary") is duly licensed or registered as a holding company or as an insurer or as a reinsurer, as the case may be, under the insurance laws (including, without limitation, laws that relate to companies that control insurance companies) and the rules, regulations and interpretations of the insurance regulatory authorities thereunder (collectively, the "Insurance Laws") of each jurisdiction in which the conduct of its business as described in the Registration Statement, the Time of Sale Information and the Prospectus requires such licensing or registration (each such license or registration, an "Insurance License"), except where the failure to be so licensed or registered would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Significant Subsidiaries listed in Schedule 4 to this Agreement are the only "Insurance Subsidiaries" of the Company. Each of the Company and the Insurance Subsidiaries has made all required filings under applicable holding company statutes or other Insurance Laws in each jurisdiction where such filings are required, except where the failure to make such filings would not, individually or in the aggregate, reasonably be

expected to have a Material Adverse Effect. Each of the Company and the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations and qualifications of and from all insurance regulatory authorities (together with the Insurance Licenses, the "Insurance Licenses and Authorizations") necessary to conduct its business as described in the Registration Statement, the Time of Sale Information and the Prospectus and all of the foregoing are in full force and effect, except where the failure to have such Insurance Licenses and Authorizations in full force and effect would not, individually or in the aggregate, have a Material Adverse Effect. Each of the Company and the Insurance Subsidiaries has fulfilled and performed in all material respects all obligations necessary to maintain the Insurance Licenses and Authorizations. There is no pending or, to the knowledge of the Company or any Guarantor, threatened action, suit, proceeding or investigation that would, individually or in the aggregate, result in the revocation, termination or suspension of any of the Insurance Licenses and Authorizations that would reasonably be expected to have a Material Adverse Effect. Except as disclosed in the Registration Statement, the Time of Sale Information and the Prospectus, none of the Company or the Insurance Subsidiaries has received any notification from any insurance regulatory authority or other governmental entity to the effect that any additional Insurance Licenses and Authorizations are needed to be obtained by the Company or any of the Insurance Subsidiaries.

(k) *Capitalization*. The Company has the capitalization as set forth in each of the Registration Statement, the Time of Sale Information and the Prospectus under the heading "Capitalization".

(l) *Due Authorization*. Each of the Company and the Guarantors has the corporate power and authority to execute and deliver this Agreement, the Securities and the Indenture (including the Guarantees provided for therein) (collectively, the "Transaction Documents"), to the extent it is a party, and to perform its respective obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby has been duly and validly taken.

(m) *The Indenture*. The Indenture has been duly authorized by the Company and each of the Guarantors and, on the Closing Date, will be duly executed and delivered by the Company and each of the Guarantors and, when duly executed and delivered in accordance with its terms by the Trustee, will constitute a valid and legally binding agreement of the Company and each of the Guarantors enforceable against the Company and each of the Guarantors in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, rehabilitation, reorganization, moratorium, fraudulent transfer, preference or similar laws affecting the enforcement of creditors' rights generally or by general equitable principles (collectively, the "Enforceability Exceptions"), and except as rights to indemnification and contribution may be limited by applicable law. The Indenture conforms to the requirements of the Trust Indenture Act and has been duly qualified under the Trust Indenture Act.

(n) *The Securities and the Guarantees*. The Securities have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered as provided in the

Indenture and paid for as provided herein, will be validly issued and outstanding and will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms, subject to the Enforceability Exceptions, and except as rights to indemnification and contribution may be limited by applicable law, and will be entitled to the benefits of the Indenture. The Guarantees have been duly authorized by each of the Guarantors and, when the Securities have been duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be valid and legally binding obligations of each of the Guarantors enforceable against each of the Guarantors in accordance with their terms, subject to the Enforceability Exceptions, and except as rights to indemnification and contribution may be limited by applicable law, and will be entitled to the benefits of the Indenture.

(o) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company and each of the Guarantors.

(p) *No Violation or Default*. None of the Company, the Guarantors or any of the Significant Subsidiaries is (i) in violation of any provision of its charter or bylaws or comparable constituting documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject; or (iii) in violation of any statute, law, rule, regulation, judgment, order or decree applicable to the Company, any of the Guarantors or any of the Significant Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, such Guarantor or such Significant Subsidiary or any of its properties, as applicable, except for, in the case of clauses (ii) and (iii), such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(q) *No Conflicts*. None of the execution and delivery of the Transaction Documents or the consummation of any of the other transactions herein or therein contemplated will conflict with or result in a breach or violation or imposition of any lien, charge or encumbrance upon any property or assets of the Company, any of the Guarantors or any of the Significant Subsidiaries pursuant to, (i) the charter or bylaws or comparable constituting documents of the Company, any of the Guarantors or any of the Significant Subsidiaries; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company, any of the Guarantors or any of the Significant Subsidiaries is a party or bound or to which its or their property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company, any of the Guarantors or any of the Significant Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, such Guarantor or such Significant Subsidiary or any of its properties, as applicable, except for, in the case of clauses (ii) and (iii), any conflict, breach, violation or imposition that would not have a Material Adverse Effect, except as set forth in the Registration Statement, the Time of Sale Information and the Prospectus.

(r) *No Consents Required*. No consent, approval, authorization or filing with or order of any court or governmental agency, authority or body is required in connection with the issuance and sale of the Securities by the Company or the issuance of the Guarantees by the Guarantors or for the execution, delivery and performance by the Company and each of the Guarantors of their respective obligations under each of the Transaction Documents to which each is a party, and, in each case, the consummation of the transactions contemplated hereby and thereby, except such consents, approvals, authorizations or filings as have been obtained or made or as may be required by the securities or blue sky laws of the various states and foreign securities laws in connection with the purchase and distribution of the Securities by the Underwriters.

(s) *Legal Proceedings*. No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the knowledge of the Company or any Guarantor, threatened that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(t) *Independent Accountants*. Ernst & Young LLP, which has audited certain of the financial statements of the Company contained or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, is an independent public accounting firm with respect to the Company and its subsidiaries within the meaning of the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(u) *Properties*. Each of the Company and its subsidiaries owns or leases all such properties as are necessary to the conduct of its operations as presently conducted.

(v) *Investment Company Act*. Neither the Company nor any of the Guarantors is, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in each of the Registration Statement, the Time of Sale Information and the Prospectus, none of them will be, required to register as an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Investment Company Act").

(w) *Taxes*. Each of the Company, the Guarantors and the Significant Subsidiaries has filed all applicable tax returns that are required to be filed, taking into account any applicable extensions thereof (except in any case in which the failure so to file would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect) and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith and for which appropriate reserves have been made in accordance with GAAP or SAP (as defined below), as applicable, or as would not have a Material Adverse Effect and except as set forth in the Registration Statement, the Time of Sale Information and the Prospectus.

(x) *Licenses and Permits*. The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by all applicable authorities necessary to conduct their respective businesses, except where the failure to possess would not, individually or in the aggregate, have a Material Adverse Effect, except as set forth in the Registration Statement, the Time of Sale Information and the Prospectus, and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect, except as set forth in the Registration Statement, the Time of Sale Information and the Prospectus.

(y) *No Labor Disputes*. No labor problem or dispute with the employees of the Company or any of its subsidiaries exists or is threatened or imminent, and neither the Company nor any Guarantor is aware of any existing or imminent labor disturbance by the employees of any of its or its subsidiaries' principal suppliers, contractors or customers, except as would not have a Material Adverse Effect and except as set forth in the Registration Statement, the Time of Sale Information and the Prospectus.

(z) *Insurance*. The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged, except as set forth in the Registration Statement, the Time of Sale Information and the Prospectus, or where the failure to do so would not have a Material Adverse Effect.

(aa) *Compliance with ERISA*. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for which the Company or any of its subsidiaries would have any liability (each, a "Plan") has been maintained in compliance in all respects with the requirements of all applicable statutes, rules and regulations, including ERISA and the Internal Revenue Code of 1986, as amended (the "Code"); (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, as applicable, no such Plan has failed (whether or not waived), or is reasonably expected to fail, to satisfy the minimum funding standards (within the meaning of Section 302 of ERISA or Section 412 of the Code) applicable to such Plan; (iv) no such Plan is, or is reasonably expected to be, in "at risk status" (within the meaning of Section 303(i) of ERISA) or "endangered status" or "critical status" (within the meaning of Section 305 of ERISA); (v) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur with respect to any such Plan; (vi) except as described in the Registration Statement, the Time of Sale Information and the Prospectus, the fair market value of the assets under each qualified defined benefit pension plan (excluding, for these purposes, accrued but unpaid contributions) exceeds the present value of all benefits accrued under such plan (determined based on those assumptions used to fund such plan) and (vii) neither the Company nor any of its

subsidiaries has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of a Plan.

(bb) *Disclosure Controls*. The Company, the Guarantors and the Significant Subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company, the Guarantors and the Significant Subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 under the Exchange Act.

(cc) *Accounting Controls*. The Company, the Guarantors and the Significant Subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) under the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive officers and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Company, the Guarantors and the Significant Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP or SAP, as applicable, and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Registration Statement, the Time of Sale Information and the Prospectus, since December 31, 2023, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(dd) *Insurance Statutory Financial Statements*. The statutory financial statements of each Insurance Subsidiary (the "Statutory Financial Statements") that have been most recently filed with the insurance regulator of the relevant jurisdiction for such Insurance Subsidiary have been prepared and fairly present in all material respects the admitted assets, liabilities, surplus, results of operations and cash flows of each of the Insurance Subsidiaries at the dates and for the periods (as the case may be) indicated, in accordance with statutory accounting practices prescribed or permitted by the insurance regulator of the relevant jurisdiction for such Insurance Subsidiary, as applicable ("SAP"), consistently applied throughout such period (excepted as specified therein).

(ee) *Reserves*. Each reserve and other liability amount in respect of the insurance business, including reserve and other liability amounts in respect of insurance policies, established or reflected in the Statutory Financial Statements was reviewed and certified by an independent actuary in accordance with applicable state insurance laws and regulations. Each of the Company and the Insurance Subsidiaries owns assets that qualify as admitted assets under the insurance laws, rules and regulations of the jurisdiction of domicile of such subsidiary in an amount equal to the sum of all the reserves and liability amounts and the minimum statutory capital and surplus as required by the Insurance Laws of the jurisdiction of domicile of the Company or such Insurance Subsidiary. The reserves set forth in the Statutory Financial Statements for the years indicated for payment of insurance policy benefits, losses, claims and expenses were considered by management of the Company to be adequate as of the date of such Statutory Financial Statements to cover the total amount of all reasonably anticipated insurance liabilities of each of the Company and the Insurance Subsidiaries. Except as described in the Registration Statement, the Time of Sale Information and the Prospectus, the Company and the Insurance Subsidiaries have made no material change in their insurance reserving practices or practices with respect to impairment of investments since December 31, 2023.

(ff) *Reinsurance*. The reinsurance treaties, contracts and arrangements to which the Company or any Insurance Subsidiary is a party are in full force and effect and neither the Company nor any Insurance Subsidiary is in violation of, or in default in the performance, observance or fulfillment of, any obligation, agreement, covenant or condition contained therein, except for any such violations or defaults that, individually or in the aggregate, would not result in a Material Adverse Effect. To the knowledge of the Company, neither the Company nor any Insurance Subsidiary has received any written notice that any of the other parties to such treaties, contracts or arrangements intends not to, or will be unable to, perform such treaty, contract or arrangement, except as would not, individually or in the aggregate, result in a Material Adverse Effect.

(gg) *No Investment Advisor Subsidiaries*. No subsidiary of the Company is required to be licensed or registered pursuant to the Investment Advisers Act of 1940, as amended (the "Advisers Act"), or licensed or registered as an investment advisor pursuant to any other applicable law, rule or regulation, except where the failure to be so registered or licensed would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

(hh) *Broker-Dealer Subsidiaries*. Fidelity & Guaranty Securities, LLC is the only subsidiary of the Company that is engaged in the business of acting as a broker-dealer (the "Broker-Dealer Subsidiary"). The Broker-Dealer Subsidiary is a duly registered broker-dealer under the Exchange Act, and in all jurisdictions where such registration, licensing or qualification is so required, except where the failure to be so registered, licensed or qualified would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. No subsidiary of the Company other than the Broker-Dealer Subsidiary is required to be registered or licensed as a broker-dealer under the Exchange Act or any other applicable law, rule or regulation, except where the failure to be so registered or licensed would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. The Broker-Dealer Subsidiary is a member of the Financial Industry Regulatory Authority, Inc. ("FINRA"), and

such other organizations in which its membership is required in order to conduct its business as now conducted, except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. The information contained in the Form BD filed by the Broker-Dealer Subsidiary was true and complete in all material respects at the time of filing and such Broker-Dealer Subsidiary has made all amendments to such form as it is required to make under any applicable law, except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. Neither the Broker-Dealer Subsidiary nor any "associated person" (within the meaning of the Exchange Act) thereof is ineligible or disqualified pursuant to Section 15(b) of the Exchange Act to act as a broker-dealer or as an associated person of a registered broker-dealer. There is no action pending or, to the knowledge of the Company, threatened or contemplated, that would be reasonably likely to result in the Broker-Dealer Subsidiary or any "associated person" (as defined in the Exchange Act or FINRA rules) thereof becoming ineligible to act in such capacity.

(ii) *No Unlawful Payments*. Neither the Company nor any of its subsidiaries nor any director, officer or employee of the Company or any of its subsidiaries nor, to the knowledge of the Company or any of the Guarantors, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(jj) *Compliance with Anti-Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or

any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company or any of the Guarantors, threatened.

(kk) *No Conflicts with Sanctions Laws*. Neither the Company nor any of its subsidiaries, directors, officers or employees, nor, to the knowledge of the Company or any of the Guarantors, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, the Crimea region and the non-government controlled areas of the Zaporizhzhia and Kherson Regions of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran, North Korea and Syria (each, a "Sanctioned Country"); and the Company will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. For the past 10 years, the Company and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(ll) *No Restrictions on Subsidiaries*. Except as disclosed in the Registration Statement, the Time of Sale Information and the Prospectus, no Guarantor or any Significant Subsidiary is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's properties or assets to the Company or any other subsidiary of the Company.

(mm) *No Broker's Fees*. Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities.

(nn) *No Stabilization*. Neither the Company nor any of the Guarantors has taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or

result in, under the Exchange Act or otherwise, any stabilization or manipulation of the price of the Securities.

(oo) *Margin Rules*. Neither the issuance, sale and delivery of the Securities nor the application of the proceeds thereof by the Company as described in each of the Registration Statement, the Time of Sale Information and the Prospectus will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(pp) *Forward-Looking Statements*. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included or incorporated by reference in any of the Registration Statement, the Time of Sale Information and the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(qq) *Industry Statistical and Market Data*. Nothing has come to the attention of the Company or any Guarantor that has caused the Company or such Guarantor to believe that the statistical, industry and market-related data included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(rr) *IT Systems*. The Company and its subsidiaries' information technology hardware and software assets (collectively, "IT Systems") are adequate in all material respects for the operation of the business of the Company and its subsidiaries as currently conducted. The Company and its subsidiaries have implemented and maintain commercially reasonable policies, procedures and safeguards to maintain the security of their confidential data (including all confidential personally identifiable data ("Confidential Data")) collected, stored or owned by them in connection with their businesses. Except as described in the Registration Statement, the Time of Sale Information and the Prospectus, during the last three years, to the knowledge of the Company and the Guarantors, there have been no breaches or violations of the Company's IT Systems with respect to any Confidential Data that have had a Material Adverse Effect. The Company and its subsidiaries are presently in material compliance with all laws and regulations and any court orders applicable to the security of IT Systems and Confidential Data.

(ss) *Sarbanes-Oxley Act.* There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(tt) *Disclosure*. The statements set forth in the Registration Statement, the Time of Sale Information and the Prospectus under the captions "Limitations on Validity and Enforceability of CF Bermuda Guarantee" and "Service of Process and Enforcement of Civil Liabilities", insofar as they purport to summarize provisions of Bermuda law, fairly state in all material respects such provisions.

4. Further Agreements of the Company and the Guarantors. The Company and the Guarantors jointly and severally covenant and agree with each Underwriter that:

(a) *Compliance with Securities Regulations and Commission Requests*. The Company and the Guarantors will advise the Representatives promptly, and confirm such advice in writing, (i) when any post-effective amendment to the Registration Statement shall become effective or any amendment or supplement to the Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment or of any order preventing or suspending the use of the Preliminary Prospectus or the Prospectus, or of the suspension of the qualification of the Securities or the Guarantees for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(d) or 8(e) of the Securities Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the Securities Act in connection with the offering of the Securities and the Guarantees. The Company and the Guarantors will effect all filings required under Rule 424(b) under the Securities Act, in the manner and within the time periods required by Rule 424(b) under the Securities Act (without reliance on Rule 424(b)(8)), including to promptly transmit copies of the Preliminary Prospectus and the Prospectus, and any amendments or supplements thereto, to the Commission for filing pursuant to Rule 424(b) under the Securities Act. The Company and the Guarantors will make every reasonable effort to prevent the issuance of any stop order, prevention or suspension and, if any such order is issued, will obtain as soon as possible the withdrawal thereof.

(b) *Continued Compliance with Securities Laws*. The Company and the Guarantors will comply with the Securities Act and the related rules and regulations of the Commission so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Registration Statement, the Time of Sale Information and the Prospectus. If at any time during the period when a prospectus relating to the Securities and the Guarantees is (or, but for the exception afforded by Rule 172 under the Securities Act, would be) required to be delivered under the Securities Act in connection with sales of the Securities and the Guarantees, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) amend or supplement the Time of Sale Information or the Prospectus in order that the Time of Sale Information or the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the Time of Sale Information or the Prospectus, as the case may be, in order to comply with the requirements of the Securities Act or the related rules and regulations of the Commission, the Company and the Guarantors will promptly (A) give the Representatives notice of such event,

(B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the Time of Sale Information or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Representatives with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement; provided, that neither the Company nor any Guarantor shall file or use any such amendment or supplement to which the Representatives or counsel for the Underwriters shall reasonably object. The Company and the Guarantors will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request.

(c) *Delivery of Registration Statements*. The Company and the Guarantors have delivered or, if requested, will deliver to the Representatives and counsel for the Underwriters, without charge, signed copies of the Original Registration Statement and each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated by reference therein) and signed copies of all consents and certificates of experts, and will also deliver to the Representatives, without charge, a conformed copy of the Original Registration Statement and each amendment thereto (without exhibits) for each of the Underwriters.

(d) *Delivery of Prospectuses*. The Company and the Guarantors have delivered to each Underwriter, without charge, as many copies of the Preliminary Prospectus as such Underwriter reasonably requested, and the Company and the Guarantors hereby consent to the use of such copies for purposes permitted by the Securities Act. The Company and the Guarantors will deliver to each Underwriter, without charge, during the period when a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172 under the Securities Act, would be) required to be delivered under the Securities Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request.

(e) *Issuer Free Writing Prospectuses*. The Company and the Guarantors agree that, unless they obtains the prior written consent of the Representatives, they will not make any offer relating to the Securities or the Guarantees that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 under the Securities Act), or a portion thereof, required to be filed by the Company and the Guarantors with the Commission or retained by the Company and the Guarantors under Rule 433 under the Securities Act; provided, that the Representatives will be deemed to have consented to the Issuer General Use Free Writing Prospectuses and the Issuer Limited Use Free Writing Prospectuses identified in Annex A hereto and any "road show for an offering that is a written communication" within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representatives. The Company and the Guarantors represent that they have treated or agree that they will treat each such free writing prospectus consented to, or deemed consented to, by the Representatives as an "issuer free writing prospectus", as defined in Rule 433 under the Securities Act, and that they have complied and will comply with the applicable requirements of Rule 433 under the Securities Act with respect thereto, including timely filing with the Commission where required, legending and record keeping. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of

which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, any preliminary prospectus or the Prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company and the Guarantors will promptly notify the Representatives and will promptly amend or supplement, at their own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(f) *Pricing Term Sheet*. The Company and the Guarantors will prepare a pricing term sheet containing a description of the Securities and the Guarantees, substantially in the form of Annex B hereto, and will file such term sheet pursuant to Rule 433 under the Securities Act within the time required thereby (the "Pricing Term Sheet"). The Pricing Term Sheet is an Issuer Free Writing Prospectus for purposes of this Agreement.

(g) *Blue Sky Compliance*. The Company and the Guarantors will qualify the Securities and the Guarantees for offer and sale under the securities or blue sky laws of such jurisdictions as the Representatives shall reasonably request and will continue such qualifications in effect so long as required for the distribution of the Securities by the Underwriters; provided, that neither the Company nor any of the Guarantors shall be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(h) *Rule 158*. The Company and the Guarantors will timely file such reports pursuant to the Exchange Act as are necessary in order to make generally available (which may be satisfied by filing with the Commission pursuant to EDGAR) to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide to the Underwriters the benefits contemplated by, the last paragraph of Section 11(a) of the Securities Act.

(i) *Clear Market*. During the period from the date hereof through and including the Closing Date, the Company and each of the Guarantors will not, without the prior written consent of the Representatives, offer, sell, contract to sell or otherwise dispose of any debt securities issued or guaranteed by the Company or any of the Guarantors and having a tenor of more than one year.

(j) *Use of Proceeds*. The Company will apply the net proceeds from the sale of the Securities as described in each of the Registration Statement, the Time of Sale Information and the Prospectus under the heading "Use of Proceeds".

(k) *DTC*. The Company will assist the Underwriters in arranging for the Securities to be eligible for clearance and settlement through DTC.

(l) *No Stabilization*. Neither the Company nor any of the Guarantors will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or

result in, under the Exchange Act or otherwise, any stabilization or manipulation of the price of the Securities.

(m) *Reporting Requirements*. The Company, during the period when a prospectus relating to the Securities and the Guarantees is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the Securities Act in connection with sales of the Securities and the Guarantees, will file with the Commission, within the time periods required by the Exchange Act, all reports required to be filed pursuant to Section 13 or 15(d) the Exchange Act and all proxy statements required to be filed pursuant to Section 14 the Exchange Act. Additionally, the Company shall report the use of proceeds from the issuance of the Securities as may be required under Rule 463 under the Securities Act.

(n) *Shelf Registration Statement*. If the third anniversary of the initial effective date of the Registration Statement occurs before all of the Securities have been sold by the Underwriters, prior to such third anniversary, the Company and the Guarantors will file a new shelf registration statement and will take any other action necessary to permit the public offering of the Securities to continue without interruption; references in this Section 4(n) to the Registration Statement shall include such new registration statement declared effective by the Commission or otherwise deemed to have become effective upon filing. If, at any time when Securities remain unsold by the Underwriters, the Company receives from the Commission a notice pursuant to Rule 401(g)(2) under the Securities Act or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company and the Guarantors will (i) promptly notify the Representatives thereof, (ii) promptly file a new registration statement or post-effective amendment on the proper form relating to the Securities, in a form reasonably satisfactory to the Representatives, (iii) use their reasonable best efforts to cause such registration statement or post-effective amendment to be declared effective and (iv) promptly notify the Representatives of such effectiveness.

The Representatives, on behalf of the several Underwriters, may, in their sole discretion, waive in writing the performance by the Company or the Guarantors of any one or more of the foregoing covenants or extend the time for their performance.

5. Certain Agreements of the Underwriters. Each Underwriter agrees that, unless it obtains the prior written consent of the Company and the Guarantors, it will not make any offer relating to the Securities or the Guarantees that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 under the Securities Act), or a portion thereof, required to be filed by the Company and the Guarantors with the Commission or retained by the Company and the Guarantors under Rule 433 under the Securities Act; provided, that the Company and the Guarantors will be deemed to have consented to the Issuer General Use Free Writing Prospectuses and the Issuer Limited Use Free Writing Prospectuses identified in Annex A hereto and any "road show for an offering that is a written communication" within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Company and the Guarantors.

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase Securities on the Closing Date as provided herein is subject to the performance by the

Company and each of the Guarantors of their respective covenants and other obligations hereunder and to the following additional conditions:

(a) *Effectiveness of Registration Statement*. The Registration Statement automatically became effective upon the filing thereof and, as of the Closing Date, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto shall have been issued under the Securities Act, no order preventing or suspending the use of the Preliminary Prospectus or the Prospectus shall have been issued and no proceedings for any of those purposes shall have been instituted or are pending or, to the Company's knowledge, contemplated; and the Company and the Guarantors shall have complied with each request (if any) from the Commission for additional information. The Company shall not have received from the Commission any notice pursuant to Rule 401(g)(2) under the Securities Act objecting to the use of the automatic shelf registration statement form. Each of the Preliminary Prospectus and the Prospectus shall have been filed with the Commission in the manner and within the time frames required by Rule 424(b) under the Securities Act, without reliance on Rule 424(b)(8) under the Securities Act, and the Pricing Term Sheet and any other material required to be filed by the Company and the Guarantors pursuant to Rule 433(d) under the Securities Act shall have been filed with the Commission in the manner and within the time frame required by Rule 433 under the Securities Act.

(b) *Representations and Warranties*. The representations and warranties of the Company and the Guarantors contained herein shall be true and correct on the date hereof and on and as of the Closing Date; and the statements of the Company, the Guarantors and their respective officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(c) *No Downgrade*. Since the date hereof, (i) no downgrading shall have occurred in the rating accorded the Securities or any other debt securities or preferred stock issued or guaranteed by the Company or any of its subsidiaries that are rated by a "nationally recognized statistical rating organization", as such term is defined under Section 3(a)(62) under the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, any such rating (other than an announcement with positive implications of a possible upgrading).

(d) *No Material Adverse Change*. No event or condition of a type described in Section 3(g) hereof shall have occurred or shall exist, which event or condition is not described in each of the Registration Statement, the Time of Sale Information or the Prospectus (excluding any amendments or supplements thereto), the effect of which, in the judgment of the Representatives, makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Registration Statement, the Time of Sale Information or the Prospectus.

(e) *Officer's Certificate*. The Representatives shall have received on and as of the Closing Date a certificate of an executive officer of the Company and of each Guarantor who has specific knowledge of the Company's or such Guarantor's financial matters and is satisfactory to the Representatives (i) confirming that such officer has reviewed the Registration Statement, the

Time of Sale Information and the Prospectus and, to the knowledge of such officer, no stop order suspending the effectiveness of the Registration Statement under the Securities Act has been issued, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to their knowledge, contemplated by the Commission, (ii) confirming that the representations and warranties of the Company and the Guarantors in this Agreement are true and correct as of the Closing Date and that the Company and the Guarantors have complied with all agreements and satisfied all conditions on their part to be performed or satisfied hereunder on or before the Closing Date and (iii) to the effect set forth in Sections 6(c) and 6(d) hereof.

(f) *Comfort Letters*.

(i) On the date of this Agreement and on the Closing Date, Ernst & Young LLP shall have furnished to the Representatives, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Representatives, in form and substance reasonably satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus; provided, that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to the Closing Date; and

(ii) on the Closing Date, the Company shall have furnished to the Representatives a certificate, dated the Closing Date and addressed to the Underwriters, of its chief financial officer with respect to certain financial data identified therein, providing "management comfort" with respect to such information, in form and substance reasonably satisfactory to the Representatives.

(g) *Opinions and 10b-5 Statement of Counsel for the Company*.

(i) Skadden, Arps, Slate, Meagher & Flom LLP, United States counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinions and 10b-5 statement, dated the Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives; and

(ii) ASW Law Limited, Bermuda counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinions, dated the Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(h) *Opinion of General Counsel for the Company*. Michael Gravelle, Executive Vice President, General Counsel and Corporate Secretary of the Company, shall have furnished to the Representatives his written opinion dated the Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Annex C hereto.

(i) *Opinion and 10b-5 Statement of Counsel for the Underwriters*. The Representatives shall have received on and as of the Closing Date a written opinion and 10b-5 statement, addressed to the Underwriters, of Pillsbury Winthrop Shaw Pittman LLP, counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(j) *No Legal Impediment to Issuance*. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities or the issuance of the Guarantees; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities or the issuance of the Guarantees.

(k) *Good Standing*. The Representatives shall have received on the Closing Date satisfactory evidence of the good standing of the Company, the Guarantors and the Insurance Subsidiaries in their respective jurisdictions of organization and their good standing in such other jurisdictions as the Representatives may reasonably request, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(l) *DTC*. The Securities shall be eligible for clearance and settlement through DTC.

(m) *Indenture and Securities*. The Indenture shall have been duly executed and delivered by a duly authorized officer of the Company, each of the Guarantors and the Trustee and the Securities shall have been duly executed and delivered by a duly authorized officer of the Company and duly authenticated by the Trustee.

(n) *Rating Agency Letters*. On or prior to the Closing Date, the Representatives shall have received satisfactory evidence that the Securities have received at least the ratings set forth in the Time of Sale Information and that such ratings are in effect at the Closing Date.

(o) *Filing Fees*. The Company shall have paid the applicable filing fees to the Commission relating to the Securities within the time required by Rule 456(b)(1) under the Securities Act.

(p) *Additional Documents*. On or prior to the Closing Date, the Company and the Guarantors shall have furnished to the Representatives such further certificates and documents as the Representatives may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters*. The Company and each of the Guarantors jointly and severally agree to indemnify and hold harmless each Underwriter, each person, if any, who controls an Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, each affiliate of each Underwriter within the meaning of Rule 405 under the Securities Act and each director, officer and agent of each Underwriter against any and all losses, claims, damages or liabilities, joint or several, to which they are any of them may become subject under the Securities Act, the Exchange Act or other U.S. federal or state statutory law or regulation, at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Company), insofar as such losses, claims, damages, liabilities or actions in respect thereof arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any post-effective amendment thereto), or in the Base Prospectus, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any of the other Time of Sale Information or the Prospectus (or any amendment or supplement thereto), or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agree to reimburse each such indemnified party for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such loss, claim, damage, liability or action, except insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon, any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter expressly for use therein (which consists only of the information specified in Section 7(b) hereof). This indemnity agreement will be in addition to any liability that the Company may otherwise have.

(b) *Indemnification of the Company and the Guarantors*. Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, each of the Guarantors, each of their respective directors, officers and trustees, and each person, if any, who controls the Company or any of the Guarantors within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all losses, claims, damages, liabilities or expenses to which the Company, such Guarantor or any such director, officer or controlling person may become subject under the Securities Act, the Exchange Act or other U.S. federal or state statutory law or regulation, at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Underwriter), insofar as such losses, claims, damages, liabilities or expenses or actions in respect thereof arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any post-effective amendment thereto), or in the Base Prospectus, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any of the other Time of Sale Information or the Prospectus (or any amendment or supplement thereto), or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter expressly for use in the Registration Statement, the Base Prospectus, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any of the other Time of Sale Information or the

Prospectus (or any amendment or supplement thereto), it being understood and agreed that the only such information consists of the following paragraphs in the "Underwriting" section of the Prospectus: the first sentence of the sixth paragraph concerning purchases in the open market, the first sentence of the seventh paragraph concerning penalty bids and the third sentence of the tenth paragraph concerning market making; and, subject to the limitation set forth immediately preceding this clause, will reimburse any legal or other expenses reasonably incurred by the Company, such Guarantor or any such director, officer or controlling person in connection with investigating or defending any such loss, claim, damage, liability, expense or action. This indemnity agreement will be in addition to any liability that the Underwriters may otherwise have.

(c) *Notice and Procedures*. As promptly as reasonably practicable after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and only to the extent it is materially prejudiced as a result thereof and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in Sections 7(a) or 7(b) hereof. The indemnifying party shall be entitled to appoint counsel (including local counsel) of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the reasonable fees and expenses of any separate counsel, other than local counsel if not appointed by the indemnifying party, retained by the indemnified party or parties, except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel (including local counsel) to represent the indemnified party in an action, the indemnified party shall have the right to employ one separate counsel (in addition to one local counsel in each applicable jurisdiction), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (w) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (x) the defendants in any such action include both the indemnified party and the indemnifying party, and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be one or more legal defenses available to it that are different from or additional to those available to the indemnifying party; (y) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after receipt of notice of the institution of such action; or (z) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party, then, in each such case, the indemnifying party shall not have the right to direct the defense of such action on behalf of such indemnified party or parties and such indemnified party or parties shall have the right to select separate counsel to defend such action on behalf of such indemnified party or parties at the expense of the indemnifying party. After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof and approval by such indemnified party of

counsel appointed to defend such action, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof, unless (A) the indemnified party shall have employed separate counsel in accordance with the immediately preceding sentence (it being understood, however, that in connection with such action, the indemnifying party shall not be liable for the reasonable fees and expenses of more than one separate counsel (in addition to one local counsel in each applicable jurisdiction) in any one action or separate but substantially similar actions in the same jurisdiction arising out of the same general allegations or circumstances, designated by the Underwriters in the case of Section 7(a) hereof or the Company and the Guarantors in the case of Section 7(b) hereof, representing the indemnified parties under such Section 7(a) or 7(b) hereof, as the case may be, who are parties to such action or actions), (B) the indemnifying party has authorized in writing the employment of counsel for the indemnified party at the expense of the indemnifying party or (C) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the reasonable fees and expenses of counsel shall be at the expense of the indemnifying party and shall be paid as they are incurred. After such notice from the indemnifying party to such indemnified party, the indemnifying party will not be liable for the costs and expenses of any settlement of such action effected by such indemnified party without the prior written consent of the indemnifying party (which consent shall not be unreasonably withheld), unless such indemnifying party waived in writing its rights under this Section 7, in which case the indemnified party may effect such a settlement without such consent. No indemnifying party shall be liable under this Section 7 for any settlement of any claim or action (or threatened claim or action) effected without its written consent, which shall not be unreasonably withheld, but if a claim or action settled with its written consent, or if there be a final judgment for the plaintiff with respect to any such claim or action, each indemnifying party jointly and severally agrees, subject to the exceptions and limitations set forth above, to indemnify and hold harmless each indemnified party from and against any and all losses, claims, damages or liabilities (and legal and other expenses as set forth above) incurred by reason of such settlement or judgment. An indemnifying party will not, without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent (1) includes an unconditional release, in form and substance satisfactory to the indemnified party, of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (2) does not include any statement as to an admission of fault, culpability or failure to act by or on behalf of the indemnified party.

(d) *Contribution*. In the event that the indemnity provided in Section 7(a) or 7(b) is unavailable to or insufficient to hold harmless an indemnified party for any losses, claims, damages, liabilities or expenses (or actions in respect thereof), each indemnifying party, in order to provide for just and equitable contributions, severally agrees to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in

connection with investigating or defending any loss, claim, damage, liability or action) (collectively "Losses") to which the Company and the Guarantors and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect (i) the relative benefits received by the indemnifying party or parties, on the one hand, and the indemnified party, on the other hand, from the offering of the Securities and (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, not only such relative benefits, but also the relative fault of the indemnifying party or parties, on the one hand, and the indemnified party, on the other hand, in connection with the statements or omissions or alleged statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof); provided, however, that in no case shall any Underwriter be responsible for any amount in excess of the total underwriting discount received by such Underwriter hereunder, less the aggregate amount of any damages such Underwriter has otherwise agreed to pay by reason of the untrue or alleged untrue statements or the omissions or alleged omissions to state a material fact,. The relative benefits received by the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand, shall be deemed to be in the proportion as the total proceeds from the offering of the Securities (before deducting expenses) received by the Company bears to the total underwriting discount received by the applicable Underwriter in respect of the Securities, in each case as set forth in the table on the cover page of the Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company and the Guarantors, on the one hand, or the Underwriters pursuant to Section 7(b) hereof, on the other hand, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission and any other equitable considerations appropriate in the circumstances. The Company, the Guarantors and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this Section 7(d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each Underwriter's obligation to contribute hereunder shall be several and not joint. For purposes of this Section 7, each person who controls an Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee, Affiliate and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company or any of the Guarantors within the meaning of either the Securities Act or the Exchange Act and each officer and director of the Company or any of the Guarantors shall have the same rights to contribution as the Company and such Guarantor, subject in each case to the applicable terms and conditions of this Section 7(d).

(e) *Non-Exclusive Remedies*. The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

8. Termination. This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, if after the execution and delivery of this Agreement

and on or prior to the Closing Date (i) trading generally shall have been suspended or materially limited on the New York Stock Exchange or the over-the-counter market; (ii) trading of any securities issued or guaranteed by the Company or any of the Guarantors shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; (iv) a material disruption occurs in commercial banking or securities settlement or clearance services in the United States; or (v) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Registration Statement, the Time of Sale Information or the Prospectus.

9. Defaulting Underwriter.

(a) If, on the Closing Date, any Underwriter defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement, the Time of Sale Information or the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement, the Time of Sale Information or the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 9, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in Section 9(a) hereof, the aggregate principal amount of such Securities that remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities that such Underwriter agreed to purchase hereunder plus such Underwriter's pro rata share (based on the principal amount of Securities that such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in Section 9(a) hereof, the aggregate principal amount of such Securities that remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in Section 9(b) hereof, then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 9 shall be without liability on the part of the Company or the Guarantors, except that the Company and each of the Guarantors will continue to be liable for the payment of expenses as set forth in Section 10 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company, the Guarantors or any non-defaulting Underwriter for damages caused by its default.

10. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company and each of the Guarantors jointly and severally agree to pay or cause to be paid all costs and expenses incident to the performance of their respective obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (ii) the costs incident to the preparation and printing of the Registration Statement, the Time of Sale Information or the Prospectus (including any amendment or supplement thereto) and the distribution thereof, including the required filing fee in connection with the filing of the Registration Statement; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Company's and the Guarantors' counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification of the Securities under the laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Underwriters in an amount not to exceed $10,000); (vi) any fees charged by rating agencies for rating the Securities; (vii) the fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); (viii) all expenses and application fees incurred in connection with the approval of the Securities for book-entry transfer by DTC; and (ix) all expenses incurred by the Company and the Guarantors in connection with any "road show" presentation to potential investors. For the avoidance of doubt, the Company and the Guarantors shall not be responsible for any fees and expenses of counsel for the Underwriters (other than any such fees and expenses not to exceed $10,000 related to the preparation, printing and distribution of a Blue Sky Memorandum).

(b) If (i) this Agreement is terminated pursuant to Section 8 hereof, (ii) the Company for any reason fails to tender the Securities for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Securities for any reason permitted under this Agreement, the Company and each of the Guarantors jointly and severally agree to reimburse the

Underwriters for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby.

11. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein, and the affiliates of the Underwriters referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

12. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company, the Guarantors and the Underwriters contained in this Agreement or made by or on behalf of the Company, the Guarantors or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company, the Guarantors or the Underwriters.

13. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act; and (d) the term "written communication" has the meaning set forth in Rule 405 under the Securities Act.

14. Compliance with USA PATRIOT Act. In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Guarantors, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

15. Miscellaneous.

(a) *Authority of the Representatives*. Any action by the Underwriters hereunder may be taken by Wells Fargo Securities, LLC, BofA Securities, Inc., J.P. Morgan Securities LLC and RBC Capital Markets, LLC on behalf of the Underwriters, and any such action taken by Wells Fargo Securities, LLC, BofA Securities, Inc., J.P. Morgan Securities LLC and RBC Capital Markets, LLC shall be binding upon the Underwriters.

(b) *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication or other electronic means. Notices to the Underwriters shall be given to the Representatives c/o Wells Fargo Securities, LLC, 550 South Tryon Street, 5th Floor,

Charlotte, North Carolina 28202, Attention: Transaction Management, Email: tmgcapitalmarkets@wellsfargo.com, Facsimile: (704) 410-0326; c/o BofA Securities, Inc., 114 West 47th Street, NY8-114-07-01, New York, New York 10036 Attention: High Grade Debt Capital Markets Transaction Management/Legal, Email: dg.hg_ua_notices@bofa.com, Facsimile: (212) 901-7881; c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Attention: Investment Grade Syndicate Desk – 3rd Floor, Facsimile: (212) 834-6081 and c/o RBC Capital Markets, LLC, Brookfield Place, 200 Vesey Street, 8th Floor, New York, New York 10281, Attention: DCM Transaction Management/Scott Primrose, Telephone: (212) 618-7706, Email: TMGUS@rbccm.com. Notices to the Company and the Guarantors shall be given at 801 Grand Avenue, Suite 2600, Des Moines, Iowa 50309, Attention: General Counsel.

(c) *Governing Law*. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Submission to Jurisdiction*. To the fullest extent permitted by law, each of the Company and each of the Guarantors hereby submits to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. To the fullest extent permitted by law, each of the Company and each of the Guarantors waives any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. To the fullest extent permitted by law, each of the Company and each of the Guarantors agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and such Guarantor and may be enforced in any court to the jurisdiction of which the Company or such Guarantor is subject by a suit upon such judgment.

(e) *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(f) *Counterparts*. This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. The words “execution”, signed” and “signature” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement (to the extent permissible under governing documents) shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including, without limitation, the Electronic Signatures in Global and National Commerce Act, the New

York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

(g) *Amendments or Waivers*. No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(h) *Headings*. The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

(i) *Recognition of U.S. Special Resolutions Regimes.*

(i) In the event that any Underwriter that is a Covered Entity (as defined below) becomes subject to a proceeding under a U.S. Special Resolution Regime (as defined below), the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(ii) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate (as defined below) of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as defined below) under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(iii) For purpose of this Section 15(i):

(1) the term "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);

(2) the term "Covered Entity" means any of the following: (A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

(3) the term "Default Rights" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

(4) the term "U.S. Special Resolution Regime" means each of (A) the Federal Deposit Insurance Act and the regulations promulgated thereunder and

(B) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

F&G ANNUITIES & LIFE, INC.

By: /s/ Wendy J.B. Young
Name: Wendy J.B. Young
Title: Chief Financial Officer

CF BERMUDA HOLDINGS LIMITED

By: /s/ Wendy J.B. Young
Name: Wendy J.B. Young
Title: Chief Financial Officer

FGL US HOLDINGS INC.

By: /s/ Wendy J.B. Young
Name: Wendy J.B. Young
Title: Chief Financial Officer

FIDELITY & GUARANTY LIFE BUSINESS SERVICES, INC.

By: /s/ Wendy J.B. Young
Name: Wendy J.B. Young
Title: Chief Financial Officer

FIDELITY & GUARANTY LIFE HOLDINGS, INC.

By: /s/ Wendy J.B. Young

Name: Wendy J.B. Young

Title: Chief Financial Officer

Each for itself and as Representatives of the several Underwriters listed in Schedule 1 hereto:

WELLS FARGO SECURITIES, LLC

By: /s/ Lucas Werner
Name: Lucas Werner
Title: Vice President

BOFA SECURITIES, INC.

By: /s/ Randolph B. Randolph
Name: Randolph B. Randolph
Title: Managing Director

J.P. MORGAN SECURITIES LLC

By: /s/ Stephen L. Sheiner
Name: Stephen L. Sheiner
Title: Executive Director

RBC CAPITAL MARKETS, LLC

By: /s/ Josh Greenspoon
Name: Josh Greenspoon
Title: Managing Director

Schedule 1

Underwriter	Principal Amount of the Securities to be Purchased
Wells Fargo Securities, LLC	$100,000,000
BofA Securities, Inc.	80,000,000
J.P. Morgan Securities LLC	70,000,000
RBC Capital Markets, LLC	70,000,000
Citigroup Global Markets Inc.	32,500,000
Citizens JMP Securities, LLC	32,500,000
KeyBanc Capital Markets Inc.	32,500,000
U.S. Bancorp Investments, Inc.	32,500,000
Barclays Capital Inc.	12,500,000
Deutsche Bank Securities Inc.	12,500,000
Goldman Sachs & Co. LLC	12,500,000
Morgan Stanley & Co. LLC	12,500,000
Total	**$500,000,000**

Schedule 2

Guarantors

1. CF Bermuda Holdings Limited, a Bermuda exempted company
2. FGL US Holdings Inc., a Delaware corporation
3. Fidelity & Guaranty Life Business Services, Inc., a Delaware corporation
4. Fidelity & Guaranty Life Holdings, Inc., a Delaware corporation

Schedule 3

Significant Subsidiaries

1. CF Bermuda Holdings Limited, a Bermuda exempted company

2. F&G Life Re Ltd, a Bermuda exempted company

3. FGL US Holdings Inc., a Delaware corporation

4. Fidelity & Guaranty Life Holdings, Inc., a Delaware corporation

5. Fidelity & Guaranty Life Insurance Company, an Iowa corporation

Schedule 4

Significant Subsidiaries that are Insurance Subsidiaries

1. F&G Life Re Ltd, a Bermuda exempted company

2. Fidelity & Guaranty Life Insurance Company, an Iowa corporation

ANNEX A

Issuer Free Writing Prospectuses

Part A. Issuer General Use Free Writing Prospectuses (forming part of the Time of Sale Information):

1. Pricing Term Sheet dated October 1, 2024.

Part B. Issuer Limited Use Free Writing Prospectuses (not forming part of the Time of Sale Information):

1. The Company's NetRoadshow Investor Presentation available on September 30, 2024 in the form previously provided by the Company to and approved by the Representatives.

2. The Company's NetRoadshow Investor Presentation available on October 1, 2024 in the form previously provided by the Company to and approved by the Representatives.

ANNEX B

F&G Annuities & Life, Inc.

$500,000,000 6.250% Senior Notes due 2034

Pricing Term Sheet

October 1, 2024

The information in this pricing term sheet relates to the offering of the securities specified herein and should be read together with the preliminary prospectus supplement dated October 1, 2024 (the "Preliminary Prospectus Supplement"), including the documents incorporated by reference therein, and the accompanying prospectus dated October 1, 2024, filed pursuant to Rule 424(b) under the Securities Act of 1933 (Registration Statement File No. 333-282432). This pricing term sheet is qualified in its entirety by reference to the Preliminary Prospectus Supplement. Capitalized terms used but not defined herein shall have the respective meanings as set forth in the Preliminary Prospectus Supplement.

Issuer:	F&G Annuities & Life, Inc.
Guarantors:	CF Bermuda Holdings Limited, FGL US Holdings Inc., Fidelity & Guaranty Life Business Services, Inc. and Fidelity & Guaranty Life Holdings, Inc. ("FGLH")
Security:	6.250% Senior Notes due 2034 (the "Notes")
Ranking:	Senior unsecured
Format:	SEC Registered
Expected Ratings*:	(S&P / Moody's / Fitch): _____ (_____) / _____ (_____) / _____ (_____)
Trade Date:	October 1, 2024
Settlement Date**:	October 4, 2024 (T+3)
Aggregate Principal Amount:	$500,000,000
Maturity Date:	October 4, 2034
Coupon:	6.250%

Benchmark Treasury:	3.875% due August 15, 2034
Benchmark Treasury Price and Yield:	101-04; 3.737%
Re-offer Spread to Benchmark Treasury:	+260 bps
Re-offer Yield to Maturity:	6.337%
Offering Price:	99.363%
Interest Payment Dates:	Semi-annually in arrears on April 4 and October 4 of each year, beginning April 4, 2025.
Optional Redemption:	Prior to July 4, 2034 (three months prior to maturity) (the "Par Call Date"), in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed and (ii) (a) the sum of the present values of the remaining scheduled payments of principal of and interest on the Notes to be redeemed discounted to the redemption date (assuming the Notes to be redeemed matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 40 basis points, less (b) interest accrued to the redemption date, plus, in either case, accrued and unpaid interest thereon to, but excluding, the redemption date. On or after the Par Call Date, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but excluding, the redemption date.
Tax Event Redemption:	In certain circumstances where additional amounts are due by a foreign guarantor, in whole but not in part, at a redemption price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest thereon to, but excluding, the redemption date.

Interest Rate Adjustment:	Interest rates payable on the Notes will be subject to adjustment from time to time if any two of S&P, Moody's or Fitch (or a substitute rating agency therefor) downgrade (or downgrade and subsequently upgrade) the respective credit ratings assigned to the Notes.
Change of Control Offer:	If a Change of Control Triggering Event with respect to the Notes occurs, each holder of such Notes will have the right to require the Issuer to repurchase all or, at the holder's option, any part of such holder's Notes at a repurchase price equal to 101% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest thereon to, but excluding, the repurchase date.
Denominations:	$2,000 and integral multiples of $1,000 in excess thereof
Gross Proceeds (before expenses and deduction of the underwriting discount) to the Issuer:	$496,815,000
Underwriting Discount:	0.650%
Net Proceeds (before expenses) to the Issuer:	$493,565,000
Joint Book-Running Managers:	Wells Fargo Securities, LLC BofA Securities, Inc. J.P. Morgan Securities LLC RBC Capital Markets, LLC
Senior Co-Managers:	Citigroup Global Markets Inc. Citizens JMP Securities, LLC KeyBanc Capital Markets Inc. U.S. Bancorp Investments, Inc.
Co-Managers:	Barclays Capital Inc. Deutsche Bank Securities Inc. Goldman Sachs & Co. LLC Morgan Stanley & Co. LLC
CUSIP / ISIN:	30190A AG9 / US30190AAG94

*A securities rating is not a recommendation to buy, sell or hold securities and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency. The rating of the Notes should be evaluated independently from ratings of other securities.

**It is expected that delivery of the Notes will be made on or about October 4, 2024, which will be the third business day (T+3) following the date hereof. Under Rule 15c6-1 under the Securities Exchange Act of 1934, trades in the secondary market generally are required to settle in one business day (T+1), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes more than one business day prior to the scheduled settlement date will be required, by virtue of the fact that the Notes will initially settle in T+3, to specify an alternative settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes more than one business day prior to the scheduled settlement date should consult their own advisors.

F&G Annuities & Life, Inc. has filed a registration statement (including a prospectus, as supplemented) with the Securities and Exchange Commission (the "Commission") for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents F&G Annuities & Life, Inc. has filed with the Commission for more complete information about F&G Annuities & Life, Inc. and this offering. You may get these documents for free by visiting EDGAR on the Commission website at www.sec.gov. Alternatively, F&G Annuities & Life, Inc., any underwriter or any dealer participating in the offering will arrange to send you the prospectus (as supplemented) if you request it by calling Wells Fargo Securities, LLC toll-free at 1-800-645-3751 or by emailing wfscustomerservice@wellsfargo.com, BofA Securities, Inc. toll-free at 1-800-294-1322, J.P. Morgan Securities LLC collect at 1-212-834-4533 or RBC Capital Markets, LLC toll-free at 1-866-375-6829.

Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.

ANNEX C

{Form of Opinion of Company General Counsel}

(1) The Company, each of FGL US Holdings Inc. ("FGL US Holdings"), Fidelity & Guaranty Life Business Services, Inc. ("FGLBS"), Fidelity & Guaranty Life Holdings, Inc. ("FGLH" and, collectively with FGL US Holdings and FGLH, the "Delaware Guarantors") and each of F&G Life Re Ltd and Fidelity & Guaranty Life Insurance Company have been duly organized, are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified or have such power or authority would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

(2) All the outstanding shares of capital stock of each Delaware Guarantor and each of F&G Life Re Ltd and Fidelity & Guaranty Life Insurance Company have been duly authorized and validly issued and are fully paid and non-assessable, and, except as otherwise set forth in the Registration Statement, the Time of Sale Information and the Prospectus, all outstanding shares of capital stock of the Delaware Guarantors and each of F&G Life Re Ltd and Fidelity & Guaranty Life Insurance Company are owned by the Company, either directly or through wholly owned subsidiaries, free and clear of any security interest, claim, lien or encumbrance, other than any security interest, claim, lien or encumbrance which would not have a Material Adverse Effect.

(3) To the knowledge of such counsel, except as described in each of the Registration Statement, the Time of Sale Information and the Prospectus, there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Company, any of the Delaware Guarantors or either of F&G Life Re Ltd or Fidelity & Guaranty Life Insurance Company is or may be a party or to which any property, right or asset of the Company, any of the Delaware Guarantors or either of F&G Life Re Ltd or Fidelity & Guaranty Life Insurance Company is or may be the subject which, individually or in the aggregate, if determined adversely to the Company, any of the Delaware Guarantors or either of F&G Life Re Ltd or Fidelity & Guaranty Life Insurance Company, would reasonably be likely to have a Material Adverse Effect; and no such investigations, actions, suits or proceedings are threatened or, to the knowledge of such counsel, contemplated by any governmental or regulatory authority or threatened by others which, individually or in the aggregate, if determined adversely to the Company, any of the Delaware Guarantors or either of F&G Life Re Ltd or Fidelity & Guaranty Life Insurance Company, would reasonably be likely to have a Material Adverse Effect.

(4) The execution, delivery and performance by the Company and each of the Guarantors of each of the Transaction Documents to which it is a party, the issuance and sale of the Securities, the issuance of the Guarantees and compliance by the Company and the Guarantors with the terms of the Transaction Documents to which each is a party and the

consummation of the transactions contemplated by the Transaction Documents will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company, any of the Delaware Guarantors or either of F&G Life Re Ltd or Fidelity & Guaranty Life Insurance Company pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which, to the knowledge of such counsel, the Company, any of the Delaware Guarantors or either of F&G Life Re Ltd or Fidelity & Guaranty Life Insurance Company is a party or by which, to the knowledge of such counsel, the Company, such Delaware Guarantor or either F&G Life Re Ltd or Fidelity & Guaranty Life Insurance Company is bound or to which, to the knowledge of such counsel, any property, right or asset of the Company, such Delaware Guarantor or either F&G Life Re Ltd or Fidelity & Guaranty Life Insurance Company is subject, (ii) result in any violation of the provisions of the charter or bylaws or similar organizational documents of the Company, any of the Delaware Guarantors or either of F&G Life Re Ltd or Fidelity & Guaranty Life Insurance Company or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

(5) Except as described in the Registration Statement, the Time of Sale Information and the Prospectus, the Company and each Insurance Subsidiary is duly licensed as an insurance holding company or as an insurer or reinsurer, as the case may be, under the Insurance Laws of each jurisdiction in which the conduct of its business as described in the Registration Statement, the Time of Sale Information and the Prospectus requires such licensing, except where such failure of the Company and the Insurance Subsidiaries to be so licensed would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect; the Company and the Insurance Subsidiaries have made all required filings and fulfilled and performed all obligations under applicable holding company statutes or other Insurance Laws in each jurisdiction where such filings and obligations are required, except where such failure to make such filings or fulfill or perform such obligations would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect; and except as described in the Registration Statement, the Time of Sale Information and the Prospectus, the Company and the Insurance Subsidiaries have all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations and qualifications of and from all insurance regulatory authorities necessary to conduct their respective businesses as described in the Registration Statement, the Time of Sale Information and the Prospectus and all of the foregoing are in full force and effect, except where the failure to have such authorizations, approvals, orders, consents, certificates, permits, registrations or qualifications or their failure to be in full force and effect would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. Except as described in the Registration Statement, the Time of Sale Information and the Prospectus, there is no pending or, to the knowledge of such counsel, threatened, action, suit,

proceeding or investigation from insurance regulatory authorities that would be reasonably likely to result in the revocation, termination or suspension of any licenses, authorizations, approvals, orders, consents, certificates, permits, registrations and qualifications required under the Insurance Laws, except where the failure to have such authorizations, approvals, orders, consents, certificates, permits, registrations or qualifications or their failure to be in full force and effect would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect; to the knowledge of such counsel, none of the Company or any of the Insurance Subsidiaries has received any notification from any insurance regulatory authority to the effect that any additional authorization, approval, order, consent, certificate, permit, registration or qualification is needed to be obtained by either the Company or any of the Insurance Subsidiaries to conduct their respective business as described in the Registration Statement, the Time of Sale Information and the Prospectus; and to the knowledge of such counsel, no insurance regulatory authority has commenced any proceeding for the issuance of any order or decree impairing, restricting or prohibiting the payment of dividends by the Company or any of the Insurance Subsidiaries.

(6) The Broker-Dealer Subsidiary is a duly registered broker-dealer under the Exchange Act, and in all jurisdictions where such registration, licensing or qualification is so required, except where the failure to be so registered, licensed or qualified would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. No subsidiary of the Company other than the Broker-Dealer Subsidiary is required to be registered or licensed as a broker-dealer under the Exchange Act or any other applicable law, rule or regulation, except where the failure to be so registered or licensed would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. The Broker-Dealer Subsidiary is a member of FINRA, and such other organizations in which its membership is required in order to conduct its business as now conducted, except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. The information contained in the Form BD filed by the Broker-Dealer Subsidiary was true and complete in all material respects at the time of filing and such Broker-Dealer Subsidiary has made all amendments to such form as it is required to make under any applicable law, except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. Neither the Broker-Dealer Subsidiary nor any "associated person" (within the meaning of the Exchange Act) thereof is ineligible or disqualified pursuant to Section 15(b) of the Exchange Act to act as a broker-dealer or as an associated person of a registered broker-dealer. There is no action pending or, to such counsel's knowledge, threatened or contemplated, that would be reasonably likely to result in the Broker-Dealer Subsidiary or any "associated person" (as defined in the Exchange Act or FINRA rules) thereof becoming ineligible to act in such capacity.

FIFTH SUPPLEMENTAL INDENTURE

among

F&G Annuities & Life, Inc.,

the Guarantors party hereto as of the date hereof and any other Guarantor that becomes party to the Original Indenture referred to below pursuant to Section 3.12 thereof

and

Citibank, N.A., as Trustee

Dated as of October 4, 2024

6.250% Senior Notes due 2034

(Supplement to the Original Indenture, dated as of January 13, 2023)

This Fifth Supplemental Indenture, dated as of October 4, 2024 (this "Supplemental Indenture"), is entered into by and among F&G Annuities & Life, Inc., a Delaware corporation (the "Company"), the Guarantors party hereto as of the date hereof and any other Guarantor that becomes party to the Original Indenture pursuant to Section 3.12 of the Original Indenture and Citibank, N.A., as trustee (the "Trustee").

RECITALS:

WHEREAS, the Company, the Guarantors and the Trustee are parties to the Indenture, dated as of January 13, 2023 (the "Base Indenture"), which provides for the issuance from time to time of the Company's unsecured notes or other evidences of indebtedness (the "Securities") in one or more series and to be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantors, in each case as provided therein;

WHEREAS, Section 3.12 of the Base Indenture provides that if, after the date of the Base Indenture, any Subsidiary guarantees (or becomes a co-borrower or co-issuer in respect of) the Company's obligations under the Credit Agreement, then, within 15 days of the occurrence of such event, the Company shall cause such Subsidiary to become a Guarantor under the Base Indenture by causing such Subsidiary to execute and deliver to the Trustee a supplemental indenture, pursuant to which such Subsidiary shall fully and unconditionally guarantee on a senior unsecured basis all of the Company's obligations under the Securities and the Base Indenture;

WHEREAS, pursuant to the Second Supplemental Indenture, dated as of January 26, 2023, between CF Bermuda Holdings Limited, a Bermuda exempted company ("CF Bermuda"), and the Trustee, CF Bermuda provided such full and unconditional guarantee and became a "Guarantor" under, and a party to, the Base Indenture (the Base Indenture, as supplemented by the Second Supplemental Indenture, the "Original Indenture");

WHEREAS, Section 8.1 of the Original Indenture permits the Company, the Guarantors and the Trustee to enter into an indenture supplemental to the Original Indenture to establish the terms of Securities of any series and the form of Security Certificates representing such Securities without notice to or consent of any Holder of any Securities;

WHEREAS, Section 2.1(a) of the Original Indenture permits the form of the Security Certificates representing Securities of any series to be established pursuant to an indenture supplemental to the Original Indenture; and

WHEREAS, pursuant to Sections 2.1(a), 2.3 and 2.4(a) of the Original Indenture, the Company desires to provide for the establishment of a new series of Securities under the Original Indenture to be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantors, the form and substance of such series of Securities and the Guarantees and the terms, provisions and conditions thereof to be set forth as provided in the Original Indenture and this Supplemental Indenture. All conditions and actions necessary to make this Supplemental Indenture, when executed and delivered, a valid agreement of each of the Company and each Guarantor, in accordance with its terms, have been satisfied or performed.

NOW, THEREFORE, in consideration of the premises and the purchase of the Securities established by this Supplemental Indenture by the Holders thereof, the Company, the Guarantors and the Trustee mutually covenant and agree, for the equal and proportionate benefit of all such Holders, as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Relation to Original Indenture. This Supplemental Indenture constitutes a part of the Original Indenture (the provisions of which, as modified through this Supplemental Indenture, shall apply to the series of Securities established by this Supplemental Indenture) but, except as expressly provided herein, shall not modify, amend or otherwise affect the Original Indenture insofar as it relates to any other series of Securities or,

except as expressly provided herein, modify, amend or otherwise affect in any manner the terms and conditions of the Securities of any other series.

Section 1.2 Definitions. For all purposes of this Supplemental Indenture, the capitalized terms used herein (i) which are defined in Section 1.2(c) have the meanings assigned to such terms therein and (ii) which are defined in the Original Indenture (and which are not defined in Section 1.2(c)) have the meanings assigned to such terms in the Original Indenture. For purposes of this Supplemental Indenture:

(a) Unless the context otherwise requires, any reference to a Section refers to a Section of this Supplemental Indenture;

(b) The words "herein," "hereof" and "hereunder" and words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision hereof; and

(c) The terms defined in this Section 1.2(c) include the plural as well as the singular.

"Base Indenture" has the meaning set forth in the Recitals hereto.

"Below Investment Grade Rating Event" with respect to the Notes means that the respective ratings of the Notes are downgraded from an Investment Grade Rating by each of the Rating Agencies to below an Investment Grade Rating by each of the Rating Agencies on any date during the period commencing upon the first public notice of the occurrence of a Change of Control or the Company's intention to effect a Change of Control and ending 60 days following public notice of the occurrence of the related Change of Control (which 60-day period shall be extended so long as the respective ratings of the Notes are under publicly announced consideration for possible downgrade by either of the Rating Agencies); *provided*, that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in ratings shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of "Change of Control Triggering Event" set forth in this Section 1.2) if the Rating Agencies making the reduction in ratings to which this definition would otherwise apply do not announce or publicly confirm or inform the Holders in writing at their request that the reduction was the result, in whole or in part, of any event or circumstance comprising or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Change of Control" means the occurrence of any of the following:

(i) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its subsidiaries taken as a whole to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act (a "Group") other than to one or more Permitted Holders, the Company or one of its subsidiaries;

(ii) the approval by the holders of the Company's common stock of any plan or proposal for the liquidation or dissolution of the Company; or

(iii) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person or Group, other than a Permitted Holder, becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company's Voting Stock.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (1) the Company becomes a direct or indirect wholly owned subsidiary of a holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction or (B) immediately following that transaction, no Person or Group (other than a Permitted Holder or a holding company

satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly of more than 50% of the Voting Stock of such holding company.

"Change of Control Offer" has the meaning set forth in Section 2.4(a).

"Change of Control Payment" has the meaning set forth in Section 2.4(a).

"Change of Control Payment Date" has the meaning set forth in Section 2.4(a).

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event in respect of such Change of Control.

"Company" means the Person named as the "Company" in the first paragraph of this Supplemental Indenture until a successor Person shall have become such pursuant to the applicable provisions of the Original Indenture, and thereafter "Company" shall mean such successor Person.

"Depositary" has the meaning set forth in Section 2.1(b).

"DTC" means The Depository Trust Company (and any successor thereto).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fitch" means Fitch Ratings, Inc. and its successors.

"Foreign Guarantor" means any Guarantor that is organized or existing under the laws of, or otherwise treated as resident for tax purposes in, a jurisdiction other than the United States, any state thereof or the District of Columbia.

"Group" has the meaning set forth in the definition of "Change of Control" herein.

"H.15" has the meaning set forth in the definition of "Treasury Rate" herein.

"H.15 (TCM)" has the meaning set forth in the definition of "Treasury Rate" herein.

"Interest Payment Date" has the meaning set forth in Section 2.1(d).

"Investment Grade Rating" means a rating equal to or higher than BBB-, Baa3 or BBB- (or the equivalent) by S&P, Moody's and Fitch, respectively, or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Company.

"Maturity Date" has the meaning set forth in Section 2.1(c).

"Moody's" means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

"Notes" has the meaning set forth in Section 2.1(a).

"Original Indenture" has the meaning set forth in the Recitals hereto.

"Par Call Date" means July 4, 2034.

"Permitted Holder" means any or a combination of any of:

(i) Fidelity National Financial, Inc. (or its successor);

(ii) any affiliate or related party of any Person specified in clause (i) of this definition; and

(iii) any Person both the capital stock and the Voting Stock of which (or in the case of a trust, the beneficial interests in which) are owned 50% or more by Persons specified in clauses (i) and (ii) of this definition or any Group in which the Persons specified in clauses (i) and (ii) of this definition own more than a majority of the voting power of the Voting Stock held by such Group, and any Person that is a member of any such Group.

"Rating Agencies" means (i) each of S&P, Moody's and Fitch and their respective successors; and (ii) if any of S&P, Moody's or Fitch ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, that the Company selects (as certified by an Officer of the Company to the Trustee) as a replacement agency for S&P, Moody's or Fitch, respectively, as the case may be.

"Redemption Date," when used with respect to any Note to be redeemed pursuant to Section 2.3(b) or 2.3(c) hereof, means the date fixed for such redemption pursuant to this Supplemental Indenture.

"Redemption Price," when used with respect to any Note to be redeemed, means the price at which it is to be redeemed pursuant to this Supplemental Indenture.

"Regular Record Date" has the meaning set forth in Section 2.1(e).

"Remaining Life" has the meaning set forth in the definition of "Treasury Rate" herein.

"S&P" means S&P Global Ratings Services (a division of S&P Global Inc.) and its successors.

"Securities" has the meaning set forth in the Recitals hereto.

"Substitute Rating Agency" means a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act other than S&P, Moody's or Fitch, as selected by the Company in its discretion at any time and from time to time as a replacement agency for S&P, Moody's or Fitch, respectively, as the case may be, as certified to the Trustee by a resolution of the Board of Directors.

"Supplemental Indenture" has the meaning set forth in the first paragraph of this Supplemental Indenture.

"Tax Jurisdiction" means any jurisdiction in which any Foreign Guarantor is then incorporated, organized, engaged in business or resident for tax purposes, any political subdivision or governmental authority thereof or therein having power to tax or any jurisdiction from or through which payment under or with respect to the Securities or the Guarantees is made, excluding the United States and any political subdivision thereof.

"Tax Redemption Date" has the meaning set forth in Section 2.3(d).

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following clauses (i) and (ii):

(i) The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable: (A) the yield for the Treasury constant

maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "Remaining Life"); (B) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than the Remaining Life and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (C) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

(ii) If on the third Business Day preceding the Redemption Date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this Supplemental Indenture until a successor Trustee shall have assumed such role pursuant to the applicable provisions of the Original Indenture, and thereafter "Trustee" shall mean such successor Trustee.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

ARTICLE II

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 21 Terms of Notes. Pursuant to Sections 2.1(a) and 2.3(b) of the Original Indenture, there is hereby established a series of Securities, the terms of which shall be as follows:

(a) Designation. The Securities shall be known and designated as the "6.250% Senior Notes due 2034" (the "Notes") of the Company.

(b) Form and Denominations. The Notes will be issued only in fully registered form without coupons in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The Notes will initially be issued in the form of one or more Global Certificates substantially in the form set forth in **Annex A** hereto, which Global Certificates shall constitute Unrestricted Global Certificates, with such modifications thereto as may be approved by the Officer executing the same, which shall be deposited on behalf of the purchasers of the Notes

represented thereby with the Trustee as custodian for DTC (the "Depositary") and registered in the name of Cede & Co., the Depositary's nominee, duly executed by the Company, and, upon receipt of a written order of the Company and other documents required under the Original Indenture, authenticated by the Trustee. In limited circumstances, the Notes may be represented by Definitive Certificates. The Notes will be denominated in Dollars and payments of principal and interest will be made in Dollars.

(c) Maturity Date. The principal amount of, and all accrued and unpaid interest on, the Notes shall be payable in full on October 4, 2034, or if such day is not a Business Day, the following Business Day (the "Maturity Date").

(d) Interest. Subject to Section 2.2, the Notes will bear interest at a rate of 6.250% per year. Interest on the Notes will accrue from and including October 4, 2024 (or the most recent Interest Payment Date to which interest on the Notes has been paid or made available for payment) and will be payable semi-annually in arrears on April 4 and October 4 of each year, beginning on April 4, 2025 (each such date, an "Interest Payment Date"), and at the Maturity Date. Each interest payment due on an Interest Payment Date or the Maturity Date will include interest accrued from and including the most recent Interest Payment Date to which interest on the Notes has been paid or made available for payment (or, if no interest has been paid, October 4, 2024) to, but excluding, the next Interest Payment Date or the Maturity Date or any Redemption Date or Tax Redemption Date, as the case may be. Interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. If any Interest Payment Date falls on a date that is not a Business Day, such payment of interest (or principal in the case of the Maturity Date) will be postponed until the next succeeding Business Day, but no interest or other amount will be paid as a result of any such postponement, and such payment will have the same force and effect as if made on the scheduled Interest Payment Date. For purposes of the Notes, the Original Indenture and this Supplemental Indenture, the term "interest" shall be deemed to include interest provided for in the first sentence of this Section 2.1(d) and in Section 2.2.

(e) To Whom Interest Is Payable. Interest on each Interest Payment Date shall be payable to the Person in whose name the Notes are registered at the close of business on the regular record date for such Interest Payment Date, which regular record date shall be the April 4 or October 4 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date (each, a "Regular Record Date"); *provided*, *however*, that interest due on the Maturity Date or any Redemption Date or Tax Redemption Date (in each case, whether or not an Interest Payment Date) will be paid to the Person to whom principal of such Notes is payable (subject to the rights of Holders on the relevant Regular Record Date to receive interest due on any Interest Payment Date preceding the Maturity Date, Redemption Date or Tax Redemption Date**)**.

(f) Sinking Fund; Holder Repurchase Right. The Notes shall not be subject to any sinking fund or analogous provision or be redeemable at the option of the Holders.

Section 22 Interest Rate Adjustment. The interest rate payable on the Notes will be subject to adjustment from time to time if any two of S&P, Moody's and Fitch (or, in each case, any Substitute Rating Agency therefor) downgrade (or downgrade and subsequently upgrade) the credit ratings assigned to the Notes, in the manner described in this Section 2.2.

(a) If the rating assigned by any two of S&P, Moody's and Fitch (or any Substitute Rating Agency therefor) of the Notes is a rating set forth in the following table, the interest rate on the Notes will be adjusted so that

it is equal to the interest rate payable thereon on the date of their initial issuance plus an amount equal to the percentage set forth opposite the lowest applicable rating.

S&P Rating	Moody's Rating	Fitch Rating	Percentage
BB+	Ba1	BB+	0.25 %
BB	Ba2	BB	0.50 %
BB-	Ba3	BB-	0.75 %
B+ or below	B1 or below	B+ or below	1.00 %

(b) If any two of S&P, Moody's and Fitch (or, in each case, any Substitute Rating Agency) subsequently upgrade their respective ratings of the Notes to, or if any two of such rating agencies have otherwise assigned the Notes respective ratings of, BBB-, Baa3 and BBB- (or its equivalent, in the case of any Substitute Rating Agency) or higher, the interest rate on the Notes will be decreased to the interest rate payable thereon on the date of their initial issuance. In addition, the interest rate payable on the Notes will permanently cease to be subject to any adjustment described in Section 2.2(a) (notwithstanding any subsequent downgrade in the ratings by any or all rating agencies) if the Notes become rated BBB+, Baa1 and BBB+, respectively (or the equivalent thereof, in the case of any Substitute Rating Agency), or higher by each of S&P, Moody's and Fitch (or, in each case, a Substitute Rating Agency) (or (i) by one rating agency if the Notes are only rated by one rating agency or (ii) by two rating agencies if the Notes are only rated by two rating agencies, and in each case, the Company has not obtained a rating on the Notes from a Substitute Rating Agency).

(c) In no event shall (i) the interest rate on the Notes be reduced to below the interest rate payable thereon on the date of their initial issuance or (ii) the total increase in the interest rate on the Notes exceed 2.00% above the interest rate payable thereon on the date of their initial issuance.

(d) No adjustments to the interest rate on the Notes will be made solely as a result of a rating agency ceasing to provide a rating of the Notes. If at any time S&P, Moody's or Fitch ceases to provide a rating of the Notes for any reason, the Company will use its commercially reasonable efforts to obtain a rating of the Notes from a Substitute Rating Agency, if one exists, in which case, for purposes of determining any increase or decrease in the interest rate on the Notes pursuant to the table in Section 2.2(a), (i) such Substitute Rating Agency will be substituted for the last rating agency to provide a rating of the Notes but which has since ceased to provide such rating, (ii) the relative rating scale used by such Substitute Rating Agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Company at its sole expense and, for purposes of determining the applicable ratings included in the table in Section 2.2(a) with respect to such Substitute Rating Agency, such ratings will be deemed to be the equivalent ratings used by S&P, Moody's or Fitch, as applicable, in such table and (iii) any increase or decrease in the interest rate on the Notes as a result of an upgrade or downgrade by such Substitute Rating Agency will be determined by reference to the appropriate percentage, if any, set forth opposite the deemed equivalent rating from such Substitute Rating Agency in the table in Section 2.2(a) (taking into account the provisions of clause (ii) of this Section 2.2(d)) (plus the applicable percentage resulting from a decreased or subsequently increased rating by one of the other two rating agencies).

(e) For so long as only two of S&P, Moody's and Fitch provide a rating of the Notes and the Company does not select a Substitute Rating Agency to replace the other rating agency, any subsequent increase or decrease in the interest rate on the Notes necessitated by a downgrade or upgrade in the applicable rating by the rating agencies providing the ratings shall be equal to the sum of the percentages set forth opposite each of such ratings in the table in Section 2.2(a). For so long as only one of S&P, Moody's or Fitch provides a rating of the Notes and the Company does not select a Substitute Rating Agency to replace either of the other two rating agencies, any subsequent increase or decrease in the interest rate on the Notes necessitated by a downgrade or upgrade in the applicable rating by the rating agency providing the rating shall be equal to twice the applicable percentage set forth in the table in Section 2.2(a). For so long as none of S&P, Moody's, Fitch or a Substitute Rating Agency provides a

rating of the Notes, the interest rate on the Notes will increase to, or remain at, as the case may be, 2.00% above the interest rate payable on the Notes on the date of their initial issuance.

(f) Any interest rate increase or decrease on the Notes described in this Section 2.2 will take effect on the next Business Day following the date on which a rating change occurs that requires an adjustment in the interest rate on the Notes.

(g) If the interest rate payable on the Notes is increased as described in this Section 2.2, the term "interest," as used with respect to the Notes, will be deemed to include any such additional interest, unless the context otherwise requires.

(h) The Company shall promptly notify the Trustee upon becoming aware of any decrease in the rating assigned to the Notes by any of S&P, Moody's or Fitch (or any Substitute Rating Agency therefor). The Trustee shall not be responsible for and makes no representation as to any act or omission of any rating agency or any rating with respect to the Notes or the selection of a Substitute Rating Agency. The Trustee shall have no obligation to independently determine or verify if an event has occurred or notify the Holders of any event dependent upon the rating of the Notes, or if the rating on the Notes has been changed, suspended or withdrawn by any rating agency.

Section 23 Optional Redemption.

(a) The provisions of Article XIII of the Original Indenture shall apply to the Notes.

(b) Prior to the Par Call Date, the Company may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (i) (A) the sum of the present values of the remaining scheduled payments of principal of, and interest on, the Notes to be redeemed discounted to the Redemption Date (assuming the Notes to be redeemed matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 40 basis points, less (B) interest accrued to the Redemption Date; and (ii) 100% of the principal amount of the Notes to be redeemed, plus, in the case of each of clause (i) and (ii), accrued and unpaid interest thereon to, but excluding, the Redemption Date.

(c) On or after the Par Call Date, the Company may redeem the Notes as its option, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the Redemption Date.

(d) The Company may redeem the Notes at its option, in whole but not in part, at a Redemption Price equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest thereon to, but excluding, the date fixed by the Company for such redemption (such date, a "Tax Redemption Date") and all Additional Amounts, if any, then due and that will become due on the Tax Redemption Date as a result of such redemption or otherwise, if on the next date on which any amount would be payable in respect of the Guarantees, (i) the relevant Foreign Guarantor is or would be required to pay Additional Amounts, (ii) the payment giving rise to such requirement cannot be made by the Company or another Guarantor without the obligation to pay Additional Amounts and (iii) the relevant Foreign Guarantor cannot avoid any such payment obligation by taking reasonable measures available as a result of:

(1) any change in, or amendment to, the laws (or any regulations, protocols or rulings promulgated thereunder) of the relevant Tax Jurisdiction affecting taxation which change or amendment has not been publicly announced before and which becomes effective on or after October 1, 2024 (or, if the relevant Tax Jurisdiction was not a Tax Jurisdiction on the date of the initial issuance of the Notes, the date on which such Tax Jurisdiction became a Tax Jurisdiction under this Supplemental Indenture); or

(2) any change in, or amendment to, the existing official written position or the introduction of a written official position regarding the application, administration or interpretation of such laws, regulations or rulings (including a holding, judgment or order by a court of competent jurisdiction or a change in published administrative practice), which change, amendment, application or interpretation has not been publicly announced and becomes effective on or after October 1, 2024 (or, if the relevant Tax Jurisdiction was not a Tax Jurisdiction on the date of the initial issuance of the Notes, the date on which such Tax Jurisdiction became a Tax Jurisdiction under this Supplemental Indenture).

Notice of any redemption described in this Section 2.3(d) will be provided to each Holder of the Notes to be redeemed in accordance with Sections 2.3(f) and 2.3(g) hereof, *provided*, that the Company will not give any such notice of redemption earlier than 30 days prior to the earliest date on which the relevant Foreign Guarantor would be obligated to make such payment or withholding if a payment under or in respect of the Notes or the Guarantees were then due, and unless at the time such notice is given, the obligation to pay Additional Amounts remains in effect.

Prior to the furnishing of any notice of redemption pursuant to the immediately preceding paragraph, the Company will deliver to the Trustee an Opinion of Counsel to the effect that there has been such change or amendment described in paragraphs (1) and/or (2) of this Section 2.3(d) which would entitle the Company to redeem the Notes. In addition, before the Company furnishes the notice of redemption to each Holder of the Notes to be redeemed pursuant to the immediately preceding paragraph, it will deliver to the Trustee an Officer's Certificate to the effect that the obligation to pay Additional Amounts cannot be avoided by the relevant Foreign Guarantor (but only if the payment giving rise to such requirement cannot be made by the Company or another Guarantor without the obligation to pay Additional Amounts) taking reasonable measures available to it.

The Trustee will accept such Officer's Certificate and Opinion of Counsel as sufficient evidence of the existence and satisfaction of the conditions precedent as described in this Section 2.3(d), in which event it will be conclusive and binding on the Holders.

(e) Notwithstanding Sections 2.3(b), 2.3(c) and 2.3(d) hereof, installments of interest on the Notes that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date or a Tax Redemption Date, as applicable, will be payable on the Interest Payment Date to the Holders as of the close of business on the Regular Record Date.

(f) Notice of any redemption (which may be subject to one or more conditions precedent, including, but not limited to, completion of a corporate transaction that is pending (such as an equity or equity-linked offering, an incurrence of indebtedness or an acquisition or other strategic transaction involving a change of control in the Company)) shall be given not less than 10 days and not more than 60 days prior to the Redemption Date or the Tax Redemption Date, as applicable, to each Holder of the Notes to be redeemed. Any notice delivered pursuant to this Section 2.3(f) shall either be mailed to the registered address of each Holder of the Notes or provided by electronic mail or facsimile, or by such other notice method permitted by the Original Indenture, to the Trustee for transmission to the Depositary or its nominee. If the redemption or notice of redemption is subject to satisfaction of one or more conditions precedent, the notice of redemption shall state that, in the Company's discretion, the Redemption Date or the Tax Redemption Date, as applicable, may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Company in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Company in its sole discretion) by the Redemption Date or the Tax Redemption Date, as applicable, or by the Redemption Date or the Tax Redemption Date, as applicable, so delayed.

(g) The notice of redemption with respect to any redemption pursuant to Article XIII of the Original Indenture need not set forth the Redemption Price, if such Redemption Price is not ascertainable, but only the manner of calculation thereof, as described above.

(h) The Company shall be responsible for making calculations called for under the Notes, including, but not limited to, determination of the Redemption Price, premium, if any, and any Additional Amounts or other amounts payable on the Notes. The Company will provide its calculations to the Trustee, and, absent manifest error, the Trustee is entitled to rely conclusively on the accuracy of the Company's calculations without independent verification. The Trustee shall have no liability for any calculation or any information used in any calculation. The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

(i) Unless the Company defaults in payment of the Redemption Price and accrued and unpaid interest, on and after the Redemption Date or the Tax Redemption Date, as applicable, interest will cease to accrue on the Notes or portions thereof called for redemption and all rights under the Notes will terminate. No later than 9:00 a.m., New York time, on the Redemption Date or the Tax Redemption Date, as applicable, the Company is required to deposit with a Paying Agent or the Trustee (or, if the Company or any Guarantor is acting as Paying Agent, set aside, segregate and hold in trust as provided in Section 3.4 of the Original Indenture) an amount of money sufficient to pay the Redemption Price of and accrued and unpaid interest on the Notes to be redeemed on such Redemption Date or such Tax Redemption Date, as applicable. If the Company is redeeming less than all the Notes, the Notes to be redeemed shall be selected by lot by DTC, in the case of Notes represented by a Global Certificate, or by the Trustee by a method the Trustee deems to be fair and appropriate, in the case of the Notes that are not represented by a Global Certificate. The Trustee shall not be liable for selection made by it under this Section 2.3(i). The Notes may be redeemed in part in multiples equal to not less than $2,000 and integral multiples of $1,000 in excess thereof. The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Notes selected for partial redemption, the principal amount thereof to be redeemed.

Section 2.4 Repurchase upon Change of Control Triggering Event.

(a) If a Change of Control Triggering Event with respect to the Notes occurs, unless the Company has exercised its right pursuant to Section 2.3 to redeem the Notes, the Company shall be required to make an offer to repurchase all or, at the Holder's option, any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes (a "Change of Control Offer") for a payment in cash equal to 101% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest thereon (the "Change of Control Payment") to, but excluding, the repurchase date (the "Change of Control Payment Date").

(b) Within 30 days following the date of any Change of Control Triggering Event with respect to the Notes or, at the Company's option, prior to any Change of Control with respect to the Notes but after the public announcement of the transaction or transactions that constitutes or may constitute a Change of Control with respect to the Notes, the Company will mail a notice to each Holder (with a copy to the Trustee) describing the transaction or transactions that constitute or will constitute such Change of Control Triggering Event and offering to repurchase the Notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the Original Indenture and described in such notice. The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(c) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.4, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 2.4 by virtue of such compliance.

(d) On the Change of Control Payment Date, the Company shall, to the extent lawful:

(i) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent (or, if the Company or any Guarantor is acting as Paying Agent, set aside, segregate and hold in trust as provided in Section 3.4 of the Original Indenture) an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being repurchased by the Company.

(e) The Paying Agent will promptly mail to each Holder of Notes properly tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each such Holder a new Security equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided*, that each such new Security will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

(f) The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer. In the event that such third party terminates or defaults on its offer, the Company will be required to make a Change of Control Offer, treating the date of such termination or default as though it were the date of the Change of Control Triggering Event. In addition, the Company will not purchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an Event of Default, other than a default in the payment of the Change of Control Payment.

Section 2.5 Additional Amounts. All payments made by or on behalf of a Foreign Guarantor under or with respect to the Notes or its Guarantee will be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, unless the withholding or deduction of such taxes is then required by law. If any withholding or deduction for, or on account of, any taxes imposed or levied by or on behalf of any Tax Jurisdiction will at any time be required to be made from any payments made by or on behalf of any Foreign Guarantor with respect to any Guarantee, including, without limitation, payments of principal, premium, or interest, the Foreign Guarantor will pay Additional Amounts as may be necessary in order that the net amounts received in respect of such payments (including Additional Amounts) after such withholding or deduction will equal the respective amounts that would have been received in respect of such payments in the absence of such withholding or deduction; *provided*, however, that no Additional Amounts will be payable with respect to:

(a) any taxes that would not have been imposed but for the Holder or beneficial owner of the Notes being a citizen, resident or national of, or incorporated in or carrying on a business in, the relevant Tax Jurisdiction in which such taxes are imposed, or having any other present or former connection with the relevant Tax Jurisdiction in which such taxes are imposed, other than by the mere acquisition or holding of any Note or the enforcement or receipt of payment under or in respect of any Note or any Guarantee;

(b) any taxes imposed or withheld as a result of the failure of the Holder or beneficial owner of the Notes to comply with any reasonable written request made to such Holder in writing at least 30 days before any such withholding or deduction would be payable by any Foreign Guarantors to provide timely or accurate information concerning the nationality, residence or identity of such Holder or to make any valid or timely declaration or similar claim or satisfy any certification, information or other reporting requirements (to the extent such Holder or beneficial owner is legally eligible to do so), which is required or imposed by a statute, treaty, regulation or administrative practice of the relevant Tax Jurisdiction as a precondition to exemption from, or reduction in the rate of withholding or deduction of, such taxes;

(c) any taxes that are imposed or withheld as a result of the presentation of any Note for payment (where presentation is required under the Original Indenture) more than 30 days after the relevant payment is first made available for payment to the Holder (except to the extent that the Holder would have been entitled to Additional Amounts had the Note been presented on the last day of such 30 day period);

(d) any estate, inheritance, gift, sale, transfer, use, personal property tax or similar tax or assessment;

(e) any tax which is payable otherwise than by withholding or deduction from payments made under or with respect to the Notes or any Guarantee;

(f) any tax that was imposed with respect to any payment on a Note to any Holder who is a fiduciary partnership, limited liability company or any person other than the sole beneficial owner of such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or limited liability company or the beneficial owner of such payment would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the actual Holder of such Note;

(g) any taxes that are imposed or withheld pursuant to Sections 1471 through 1474 of the Code as of the date of the initial issuance of the Notes (or any amended or successor version of such sections), any regulations promulgated thereunder, any official interpretations thereof, any similar law or regulation adopted pursuant to an intergovernmental agreement between a non-U.S. jurisdiction and the United States with respect to the foregoing or any agreements entered into pursuant to Section 1471(b)(1) of the Code; or

(h) any combination of items (a) through (g) above.

In addition to the foregoing, any Foreign Guarantor will pay and indemnify the Holder for any present or future stamp, issue, registration, transfer, court or documentary taxes, or any other excise or property taxes, charges or similar levies or taxes levied by any jurisdiction on the execution, delivery, registration or enforcement of any of the Notes, any Guarantee (other than on or in connection with a transfer of the Notes other than the initial sale thereof by the initial purchasers in connection with the initial issuance thereof) or any other document or instrument referred to therein, or the receipt of any payments with respect thereto.

If any Foreign Guarantor becomes aware that it will be obligated to pay Additional Amounts with respect to any payment under or with respect to the Notes or its Guarantee, the relevant Foreign Guarantor will deliver to the Trustee on a date at least 30 days prior to the date of such payment (unless the obligation to pay Additional Amounts arises after the 30th day prior to the date of such payment, in which case the relevant Foreign Guarantor shall notify the Trustee promptly in writing thereafter) an Officer's Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable. The Officer's Certificate must also set forth any other information reasonably necessary to enable the Paying Agent to pay Additional Amounts on the relevant payment date. The Trustee shall be entitled to rely solely on such Officer's Certificate as conclusive proof that such payments are necessary. The relevant Foreign Guarantor will provide the Trustee with documentation reasonably satisfactory to the Trustee evidencing the payment of Additional Amounts.

The relevant Foreign Guarantor will make all withholdings and deductions required by law and will remit the full amount deducted or withheld to the relevant tax authority in accordance with applicable law. The relevant Foreign Guarantor will use its reasonable efforts to obtain tax receipts from each tax authority evidencing the payment of any taxes so withheld or deducted. The relevant Foreign Guarantor will furnish to the Holders, within 60 days after the date the payment of any taxes so withheld or deducted is made, certified copies of tax receipts evidencing payment by the Foreign Guarantor or if, notwithstanding such entity's efforts to obtain receipts, receipts are not obtained, other evidence of payments by such entity.

References to the payment of amounts based on the principal amount, or interest on any other amount payable under, or with respect to, any of the Notes, shall be deemed to include the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The obligation set forth in this Section 2.5 will survive any termination, defeasance or discharge of the Original Indenture or any transfer by a Holder of its Notes, and will apply, *mutatis mutandis*, to any Tax Jurisdiction applicable to any successor person to any Foreign Guarantor.

ARTICLE III

MISCELLANEOUS

Section 3.1 Relationship to Existing Original Indenture. This Supplemental Indenture is a supplemental indenture within the meaning of the Original Indenture. The Original Indenture, as supplemented and amended pursuant to this Supplemental Indenture, is in all respects ratified, confirmed and approved and, with respect to the Notes, the Original Indenture, as supplemented and amended through this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.2 Modification of the Existing Original Indenture. Except as expressly modified through this Supplemental Indenture, the provisions of the Original Indenture shall govern the terms and conditions of the Notes.

Section 3.3 Governing Law. **This Supplemental Indenture, the Notes and the Guarantees shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions that would result in the application of the laws of any other jurisdiction (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York). To the fullest extent permitted by law, any legal suit, action or proceeding arising out of or based upon this Supplemental Indenture or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of New York in each case based in the City of New York, and each party to this Supplemental Indenture will submit to the non-exclusive jurisdiction of such suit, action or proceeding.**

Section 3.4 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The words "execution," "signed," "signature" and words of like import in this Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile, email or other electronic format (including, without limitation, "pdf," "tif" or "jpg") and other electronic signatures (including without limitation, DocuSign and AdobeSign or any other similar platform identified by the Company and reasonably available at no undue burden or expense to the Trustee). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. Without limitation to the foregoing, and anything in this Supplemental Indenture or the Original Indenture to the contrary notwithstanding, (a) any Officer's Certificate, written order of the Company, Opinion of Counsel, Note, amendment, notice, direction, certificate of authentication appearing on or attached to any Note, supplemental indenture or other certificate, opinion of counsel, instrument, agreement or other document delivered pursuant to this Supplemental Indenture may be executed, attested and transmitted by any of the foregoing electronic means and formats and (b) all references in Article II of the Original Indenture or in this Supplemental Indenture to the execution, attestation or authentication of any Note or any certificate of authentication appearing on or attached to any Note by means of a manual or facsimile or other electronic signature shall be deemed to include signatures that are made or transmitted by any of the foregoing electronic means or formats. The Trustee shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

Section 3.5 Trustee Not Responsible for Recitals. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture or of the Notes. The Trustee shall not be accountable for the use of or application by the Company of the proceeds of the offering of the Securities. The Trustee represents that it is duly authorized to execute and deliver this Supplemental Indenture and perform its obligations hereunder. The Trustee accepts the amendments of the Original Indenture effected by this Supplemental Indenture, but on the terms

and conditions set forth in the Original Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company by action or otherwise, (iii) the due execution hereof by the Company or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

{*The remainder of this page is intentionally left blank.*}

The parties hereto caused this Supplemental Indenture to be duly executed as of the date first set forth above.

F&G Annuities & Life, Inc., as the Company

By: /s/ Wendy J.B. Young
Name: Wendy J.B. Young
Title: Wendy J.B. Young

CF Bermuda Holdings Limited, as a Guarantor

By: /s/ Wendy J.B. Young
Name: Wendy J.B. Young
Title: Wendy J.B. Young

FGL US Holdings Inc., as a Guarantor

By: /s/ Wendy J.B. Young
Name: Wendy J.B. Young
Title: Wendy J.B. Young

Fidelity & Guaranty Life Business Services, Inc., as a Guarantor

By: /s/ Wendy J.B. Young
Name: Wendy J.B. Young
Title: Wendy J.B. Young

Fidelity & Guaranty Life Holdings, Inc., as a Guarantor

By: /s/ Wendy J.B. Young
Name: Wendy J.B. Young
Title: Wendy J.B. Young

Citibank, N.A., as Trustee

By: /s/ Peter Lopez
Name: Peter Lopez
Title: Senior Trust Officer

Annex A

{FORM OF NOTE}

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO CEDE & CO., ITS NOMINEE OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE (AS DEFINED HEREIN).

F&G ANNUITIES & LIFE, INC.

6.250% Senior Notes due 2034

No. _____ CUSIP No. _____
$_____ ISIN _____

F&G Annuities & Life, Inc., a Delaware corporation (the "Company," which term includes any successor Person thereto under the Indenture hereinafter referred to), for value received, hereby promises to pay to {Cede & Co.}{_____}, or its registered assigns, the principal sum {of $_____ Dollars}{set forth on the Schedule of Increases or Decreases in the Global Certificate attached hereto} (or such lesser or greater amount as shall be outstanding hereunder from time to time in accordance with Sections 2.1 and 2.8 of the Original Indenture hereinafter referred to) on October 4, 2034 (the "Maturity Date") and to pay interest thereon at a rate of 6.250% per year (as the same may be adjusted from time to time pursuant to Section 2.2 of the Supplemental Indenture hereinafter referred to), accruing from and including October 4, 2024 (or the most recent Interest Payment Date (as defined below) to which interest on the Notes has been paid or made available for payment), payable semi-annually in arrears on April 4 and October 4 of each year, beginning on April 4, 2025 (each such date, an "Interest Payment Date"), and at the Maturity Date, until the principal hereof is paid or made available for payment. For purposes of this Note, the Original Indenture and the Supplemental Indenture, the term "interest" shall be deemed to include interest provided for in the immediately preceding sentence and in Section 2.2 of the Supplemental Indenture.

Each interest payment due on an Interest Payment Date or the Maturity Date will include interest accrued from and including the most recent Interest Payment Date to which interest on the Notes has been paid or made available for payment (or, if no interest has been paid, October 4, 2024) to, but excluding, the next Interest Payment Date or the Maturity Date or any Redemption Date or Tax Redemption Date, as the case may be. Interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. If any Interest Payment Date falls on a date that is not a Business Day, such payment of interest (or principal in the case of the Maturity Date) will be postponed until the next succeeding Business Day, but no interest or other amount will be paid as a result of any such postponement, and such payment will have the same force and effect as if made on the scheduled Interest Payment Date.

Interest on each Interest Payment Date shall be payable to the Person in whose name the Notes are registered at the close of business on the regular record date for such Interest Payment Date, which regular record

date shall be the March 19 or September 19 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date (each, a "Regular Record Date"); *provided*, *however*, that interest due on the Maturity Date or any Redemption Date or Tax Redemption Date (in each case, whether or not an Interest Payment Date) will be paid to the Person to whom principal of such Notes is payable (subject to the rights of Holders on the relevant Regular Record Date to receive interest due on any Interest Payment Date preceding the Maturity Date, Redemption Date or Tax Redemption Date). Any such interest not so punctually paid or duly provided for will constitute defaulted interest, will forthwith cease to be payable to the Holder on such Regular Record Date and may be paid by the Company as set forth in Section 2.7 of the Original Indenture.

Payment of the principal of, and interest and premium, if any, on this Note shall be made at the Corporate Trust Office, in such currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided* that, for so long as this Note is in global form represented by this Global Certificate, all payments in respect hereof (including principal, interest and premium, if any) shall be made by wire transfer of immediately available funds to DTC or its nominee, as the case may be, as the registered owner of this Global Certificate. In the event that Definitive Certificates shall have been issued, all payments of principal, interest and premium, if any, shall be made by wire transfer of immediately available funds in accordance with the wire instructions of the registered Holders thereof appearing in the Securities Register or, if no such wire instructions are specified, by mailing a check to the address of each Holder of a Definitive Certificate appearing in the Securities Register.

All terms used in this Note which are defined in the Indenture and not defined herein shall have the meanings ascribed thereto in the Indenture. Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

{*The remainder of this page is intentionally left blank.*}

IN WITNESS WHEREOF, the Company caused this instrument to be duly executed.

F&G Annuities & Life, Inc.,
as the Company

By: _____
Name:
Title:

This is one of the Security Certificates representing Securities of the Series designated herein and referred to in the within-mentioned Indenture.

Date: _____

CITIBANK, N.A., as Trustee

_____

By _____
Authorized Signatory

{FORM OF REVERSE OF NOTE}

This Note is one of a duly authorized issuance of securities of the Company (the "Notes"), issued and to be issued in one or more series under an Indenture, dated as of January 13, 2023 (the "Base Indenture"), among the Company, the Guarantors from time to time party thereto and Citibank, N.A., as Trustee (the "Trustee," which term includes any successor Trustee under the Indenture), as supplemented by the Second Supplemental Indenture, dated as of January 26, 2023, between CF Bermuda Holdings Limited and the Trustee together with the Base Indenture, the "Original Indenture") and by the Fifth Supplemental Indenture, dated as of October 4, 2024 (the "Supplemental Indenture," and, together with the Original Indenture, the "Indenture"), among the Company, the Guarantors from time to time party thereto and the Trustee. Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, obligations, duties and immunities thereunder of the Company, the Guarantors, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the maximum extent permitted by law, in the case of any conflict between the provisions of this Note and the Indenture, the provisions of the Indenture shall control.

This Note is one of the series designated on the face hereof, initially limited in aggregate principal amount to $_____. The Company may at any time issue additional Securities under the Indenture in unlimited amounts having the same terms as the Notes (except as otherwise provided in the Indenture) so that such additional Securities shall be consolidated with the Notes, including for purposes of voting and redemption; *provided*, *however*, that the Company shall use a separate CUSIP number for any such additional Securities that (a) are not part of the same issue as the Notes within the meaning of U.S. Treasury Regulations sections 1.1275-1(f) and 1.1275-2(k) and (b) have, for purposes of U.S. federal income taxation, more than a *de minimis* amount of original issue discount as of the date of the issue of such additional Securities. Any such additional Securities shall, together with the outstanding Notes, constitute a single series of Securities under the Indenture.

Guarantees

To guarantee payment of principal of and interest and premium, if any, on the Notes and all other amounts payable by the Company under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration, redemption, repurchase or otherwise, according to the terms of this Note and the Indenture, the Guarantors have fully and unconditionally guaranteed (and any future Guarantors shall fully and unconditionally guarantee), jointly and severally, such obligations pursuant to the terms of the Indenture.

Optional Redemption

Prior to the Par Call Date, the Company may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (i) (A) the sum of the present values of the remaining scheduled payments of principal of, and interest on, the Notes to be redeemed discounted to the Redemption Date (assuming the Notes to be redeemed matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 40 basis points, less (B) interest accrued to the Redemption Date; and (ii) 100% of the principal amount of the Notes to be redeemed, plus, in the case of each of clause (i) and (ii), accrued and unpaid interest thereon to, but excluding, the Redemption Date.

On or after the Par Call Date, the Company may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the Redemption Date.

Subject to the conditions described in Section 2.3(d) of the Supplemental Indenture, the Company may redeem the Notes at its option, in whole but not in part, at a Redemption Price equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest thereon to, but excluding, the Tax Redemption Date.

In the event of redemption of this Note in part only, a new Note or Notes of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof; *provided* that the principal amount of any such Note remaining outstanding after a redemption in part shall be $2,000 or any integral multiple of $1,000 in excess thereof.

Unless the Company defaults in payment of the Redemption Price and accrued and unpaid interest, on and after the Redemption Date or the Tax Redemption Date, as applicable, interest will cease to accrue on the Notes or portions thereof called for redemption and all rights hereunder will terminate. No later than 9:00 a.m., New York time, on any Redemption Date or any Tax Redemption Date, the Company is required to deposit with a Paying Agent or the Trustee (or, if the Company or any Guarantor is acting as Paying Agent, set aside, segregate and hold in trust as provided in Section 3.4 of the Original Indenture) an amount of money sufficient to pay the Redemption Price of and accrued and unpaid interest on the Notes to be redeemed on such Redemption Date or such Tax Redemption Date, as applicable. If the Company is redeeming less than all the Notes, the Notes to be redeemed shall be selected by lot by DTC, in the case of this Global Certificate, or by the Trustee by a method the Trustee deems to be fair and appropriate, in the case of any Notes that are not represented by a Global Certificate.

Change of Control Triggering Event

If a Change of Control Triggering Event with respect to the Notes occurs, unless the Company has exercised its right pursuant to the preceding section to redeem the Notes, the Company shall be required to make an offer to repurchase all or, at the Holder's option, any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes for a payment in cash equal to 101% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest thereon to, but excluding, the repurchase date.

General Terms

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Note and certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture or the Notes of any series or the Guarantees thereunder may be amended or supplemented, and compliance with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences may be waived, in each case as provided in the Indenture.

The Notes will not be entitled to the benefit of a sinking fund.

As provided in, and subject to the provisions of, the Indenture, the Holder of this Note may institute an action or proceeding at law or in equity or in bankruptcy or otherwise upon or under or with respect to the Indenture, this Note or the Guarantees, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder or under the Indenture only if: (i) such Holder has given to the Trustee written notice of a default and of the continuance thereof; (ii) the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding have made a written request upon the Trustee to institute such action or proceedings in its own name as trustee under the Indenture; (iii) the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding have offered to the Trustee such security or indemnity as it may require against the losses, expenses and liabilities to be incurred in connection with such action or proceedings; (iv) the Trustee, for 60 days after its receipt of such notice, request and offer of security or indemnity has failed to institute any such action or proceeding; and (v) the Holders of a majority in aggregate principal amount of the Securities of each series affected (with each series treated as a separate class) at the time Outstanding have not given the Trustee a direction inconsistent with such written request. However, the right of the Holder hereof to receive payment of the principal of and any interest on this Note at the rates, in the amount and in the currency prescribed herein on or after the due dates expressed herein, or to institute suit for the enforcement of any such payment on or

after such dates, shall not be impaired or affected without the consent of such Holder. No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligations of the Company and the Guarantors, which are absolute and unconditional, to pay the principal of and any interest on this Note at the times, place and rate, and in the currency, prescribed herein.

As provided in the Indenture and subject to certain limitations set forth therein, this Note may be presented or surrendered for registration of transfer or for exchange or redemption at the Place of Payment, duly endorsed, or accompanied by a written instrument of transfer in form satisfactory to, the Company and the Registrar for this Note, duly executed by the Holder hereof or the Holder's attorney duly authorized in writing. No service charge shall be made to the Holder for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may deem and treat the Person in whose name this Note is registered upon the Securities Register for the Notes as the owner hereof (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon) for all purposes, regardless of any notice to the contrary.

The Notes are issuable only in registered form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

This Note and the Indenture and the Guarantees shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions that would result in the application of the laws of any other jurisdiction (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York). To the fullest extent permitted by law, any legal suit, action or proceeding arising out of or based upon this Note or the Indenture or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of New York in each case based in the City of New York, and each party to this Note and the Indenture will submit to the non-exclusive jurisdiction of such suit, action or proceeding.

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SCHEDULE OF INCREASES OR DECREASES IN THE GLOBAL CERTIFICATE

The initial outstanding principal amount of this Global Certificate is $_____. The following increases or decreases in this Global Certificate have been made:

Date of Exchange	Amount of decreases in Principal Amount of this Global Certificate	Amount of increases in Principal Amount of this Global Certificate	Principal amount of this Global Certificate following such decreases or increases	Signature of authorized signatory of Trustee