**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**WASHINGTON, D. C. 20549**

# FORM 10-Q

(Mark One)

**☒ Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
**For the quarterly period ended June 30, 2025**

**☐ Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
**For the transition period from to**

**Commission file number 001-11294**

# Unum Group

(Exact name of registrant as specified in its charter)

| **Delaware** | **62-1598430** |
|---|---|
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer Identification No.) |
| **1 Fountain Square**<br>**Chattanooga, Tennessee** | **37402** |
| (Address of principal executive offices) | (Zip Code) |

**(423) 294-1011**
(Registrant's telephone number, including area code)

**Not Applicable**
(Former name, former address and former fiscal year, if changed since last report)

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Common stock, $0.10 par value | UNM | New York Stock Exchange |
| 6.250% Junior Subordinated Notes due 2058 | UNMA | New York Stock Exchange |

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes [X] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and "emerging growth company" in Rule 12b-2 of the Exchange Act.

(Check one):

| | | | |
|---|---|---|---|
| Large Accelerated Filer | ☒ | Accelerated filer | ☐ |
| Non-accelerated filer | ☐ | Smaller reporting company | ☐ |
| | | 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. | | | ☐ |

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

**170,313,240 shares of the registrant's common stock were outstanding as of July 28, 2025.**

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**Cautionary Statement Regarding Forward-Looking Statements**

The Private Securities Litigation Reform Act of 1995 (the Act) provides a "safe harbor" to encourage companies to provide prospective information, as long as those statements are identified as forward-looking and are accompanied by meaningful cautionary statements identifying important factors that could cause actual results to differ materially from those included in the forward-looking statements. Certain information contained in this quarterly report on Form 10-Q (including certain statements in the consolidated financial statements and related notes and Management's Discussion and Analysis), or in any other written or oral statements made by us in communications with the financial community or contained in documents filed with the Securities and Exchange Commission (SEC), may be considered forward-looking statements within the meaning of the Act. Forward-looking statements are those not based on historical information, but rather relate to our outlook, future operations, strategies, financial results, or other developments. Forward-looking statements speak only as of the date made. We undertake no obligation to update these statements, even if made available on our website or otherwise. These statements may be made directly in this document or may be made part of this document by reference to other documents filed by us with the SEC, a practice which is known as "incorporation by reference." You can find many of these statements by looking for words such as "will," "may," "should," "could," "believes," "expects," "anticipates," "estimates," "plans," "assumes," "intends," "projects," "goals," "objectives," or similar expressions in this document or in documents incorporated herein.

**Cautionary Statement Regarding Forward-Looking Statements - Continued**

These forward-looking statements are subject to numerous assumptions, risks, and uncertainties, many of which are beyond our control. We caution readers that the following factors, in addition to other factors mentioned from time to time, may cause actual results to differ materially from those contemplated by the forward-looking statements:

- Fluctuation in insurance reserve liabilities, claim payments, and pricing due to changes in claim incidence, recovery rates, mortality and morbidity rates, and policy benefit offsets due to, among other factors, the rate of unemployment and consumer confidence, the emergence of new diseases, epidemics, or pandemics, new trends and developments in medical treatments, the effectiveness of our claims operational processes, and changes in governmental programs.
- Sustained periods of low interest rates.
- Unfavorable economic or business conditions, both domestic and foreign, that may result in decreases in sales, premiums, or persistency, as well as unfavorable claims activity or unfavorable returns on our investment portfolio.
- Changes in, or interpretations or enforcement of, laws and regulations.
- A cybersecurity attack or other security breach resulting in compromised data or the unauthorized acquisition of confidential data.
- The failure of our business recovery and incident management processes to resume our business operations in the event of a natural catastrophe, cybersecurity attack, or other event.
- Increased competition from other insurers and financial services companies due to industry consolidation, new entrants to our markets, or other factors.
- The impact of pandemics and other public health issues on our business, financial position, results of operations, liquidity and capital resources, and overall business operations.
- Investment results, including, but not limited to, changes in interest rates, defaults, changes in credit spreads, impairments, and the lack of appropriate investments in the market which can be acquired to match our liabilities.
- Ineffectiveness of our derivatives hedging programs due to changes in forecasted cash flows, the economic environment, counterparty risk, ratings downgrades, capital market volatility, collateral requirements, changes in interest rates, and/or regulation.
- Our use of artificial intelligence technology, as well as changes in artificial intelligence laws and regulations.
- Changes in our financial strength and credit ratings.
- Our ability to hire and retain qualified employees.
- Our ability to develop digital capabilities or execute on our technology systems upgrades or replacements.
- Availability of reinsurance in the market and the ability of our reinsurers to meet their obligations to us.
- Disruptions to our business or our ability to access data caused by the use and reliance on third party vendors, including vendors providing web and cloud-based applications.
- Ability to generate sufficient internal liquidity and/or obtain external financing.
- Damage to our reputation due to, among other factors, regulatory investigations, legal proceedings, external events, and/or inadequate or failed internal controls and procedures.
- Recoverability and/or realization of the carrying value of our intangible assets, long-lived assets, and deferred tax assets.
- Effectiveness of our risk management program.
- Contingencies and the level and results of litigation.
- Fluctuation in foreign currency exchange rates.
- Our ability to meet sustainability standards and expectations of investors, regulators, customers, and other stakeholders.

For further discussion of risks and uncertainties which could cause actual results to differ from those contained in the forward-looking statements, see Part 1, Item 1A of our annual report on Form 10-K for the year ended December 31, 2024.

All subsequent written and oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section.

# PART I - FINANCIAL INFORMATION

## ITEM 1. FINANCIAL STATEMENTS

### *CONSOLIDATED BALANCE SHEETS (UNAUDITED)*

***Unum Group and Subsidiaries***

| | June 30 2025 | December 31 2024 |
|---|---|---|
| | (in millions of dollars) | |
| **Assets** | | |
| **Investments** | | |
| Fixed Maturity Securities - at fair value (amortized cost of $37,983.9; $38,269.9; allowance for credit losses of $14.4; $2.8) | $ 35,966.0 | $ 35,629.9 |
| Mortgage Loans (net of allowance for credit losses of $15.6; $16.1) | 2,172.5 | 2,224.5 |
| Policy Loans | 3,604.8 | 3,617.2 |
| Other Long-term Investments | 1,659.9 | 1,694.4 |
| Short-term Investments | 2,286.6 | 2,540.3 |
| **Total Investments** | 45,689.8 | 45,706.3 |
| **Other Assets** | | |
| Cash and Bank Deposits | 1,194.8 | 162.8 |
| Accounts and Premiums Receivable (net of allowance for credit losses of $27.6; $26.8) | 1,582.7 | 1,459.0 |
| Reinsurance Recoverable (net of allowance for credit losses of $1.5; $1.5) | 7,974.9 | 8,296.4 |
| Accrued Investment Income | 702.9 | 649.8 |
| Deferred Acquisition Costs | 2,940.3 | 2,842.8 |
| Goodwill | 353.3 | 349.1 |
| Property and Equipment | 499.1 | 487.6 |
| Deferred Income Tax | 305.6 | 369.7 |
| Other Assets | 1,600.4 | 1,635.8 |
| **Total Assets** | $ 62,843.8 | $ 61,959.3 |

See notes to consolidated financial statements.

***CONSOLIDATED BALANCE SHEETS (UNAUDITED) - Continued***

***Unum Group and Subsidiaries***

| | June 30 2025 | December 31 2024 |
|---|---|---|
| | (in millions of dollars) | |
| **Liabilities and Stockholders' Equity** | | |
| | | |
| **Liabilities** | | |
| Future Policy Benefits | $ 37,182.9 | $ 36,806.4 |
| Policyholders' Account Balances | 5,633.3 | 5,633.7 |
| Unearned Premiums | 538.3 | 384.0 |
| Other Policyholders' Funds | 1,513.1 | 1,526.7 |
| Income Tax Payable | 261.6 | 226.5 |
| Deferred Income Tax | 36.7 | 31.0 |
| Short-term Debt | 274.8 | 274.6 |
| Long-term Debt | 3,469.1 | 3,465.2 |
| Other Liabilities | 2,614.0 | 2,650.1 |
| | | |
| **Total Liabilities** | 51,523.8 | 50,998.2 |
| | | |
| **Commitments and Contingent Liabilities - Note 13** | | |
| | | |
| **Stockholders' Equity** | | |
| Common Stock, $0.10 par | | |
| Authorized: 725,000,000 shares | | |
| Issued: 196,106,652 and 195,460,723 shares | 19.6 | 19.5 |
| Additional Paid-in Capital | 1,578.4 | 1,489.6 |
| Accumulated Other Comprehensive Loss | (2,040.7) | (2,523.7) |
| Retained Earnings | 13,287.2 | 12,914.0 |
| Treasury Stock - at cost: 23,968,208 and 16,871,752 shares | (1,524.5) | (938.3) |
| | | |
| **Total Stockholders' Equity** | 11,320.0 | 10,961.1 |
| | | |
| **Total Liabilities and Stockholders' Equity** | $ 62,843.8 | $ 61,959.3 |

See notes to consolidated financial statements.

***CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)***

***Unum Group and Subsidiaries***

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars, except share data) | | | |
| **Revenue** | | | | |
| Premium Income | $ 2,748.0 | $ 2,627.2 | $ 5,450.9 | $ 5,237.5 |
| Net Investment Income | 560.7 | 545.1 | 1,073.9 | 1,058.6 |
| Net Investment Loss | (17.7) | (10.4) | (224.5) | (11.6) |
| Other Income | 70.4 | 71.5 | 152.7 | 149.2 |
| **Total Revenue** | 3,361.4 | 3,233.4 | 6,453.0 | 6,433.7 |
| | | | | |
| **Benefits and Expenses** | | | | |
| Policy Benefits | 1,944.9 | 1,866.6 | 3,905.2 | 3,759.6 |
| Policy Benefits - Remeasurement Loss (Gain) | 31.2 | (57.1) | (58.1) | (164.8) |
| Commissions | 343.5 | 319.1 | 686.7 | 632.7 |
| Interest and Debt Expense | 52.0 | 49.9 | 104.0 | 99.4 |
| Deferral of Acquisition Costs | (174.9) | (165.1) | (347.5) | (332.0) |
| Amortization of Deferred Acquisition Costs | 132.2 | 127.9 | 257.6 | 254.1 |
| Compensation Expense | 292.0 | 295.9 | 602.4 | 601.7 |
| Other Expenses | 323.5 | 300.7 | 642.1 | 591.8 |
| **Total Benefits and Expenses** | 2,944.4 | 2,737.9 | 5,792.4 | 5,442.5 |
| | | | | |
| **Income Before Income Tax** | 417.0 | 495.5 | 660.6 | 991.2 |
| | | | | |
| **Income Tax Expense (Benefit)** | | | | |
| Current | 89.1 | 132.9 | 169.5 | 220.2 |
| Deferred | (7.7) | (26.9) | (33.6) | (13.7) |
| **Total Income Tax Expense** | 81.4 | 106.0 | 135.9 | 206.5 |
| | | | | |
| **Net Income** | $ 335.6 | $ 389.5 | $ 524.7 | $ 784.7 |
| | | | | |
| **Net Income Per Common Share** | | | | |
| Basic | $ 1.93 | $ 2.05 | $ 2.98 | $ 4.10 |
| Assuming Dilution | $ 1.92 | $ 2.05 | $ 2.97 | $ 4.09 |

See notes to consolidated financial statements.

***CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)***

***Unum Group and Subsidiaries***

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| **Net Income** | $ 335.6 | $ 389.5 | $ 524.7 | $ 784.7 |
| **Other Comprehensive Income** | | | | |
| Change in Net Unrealized Loss on Securities (net of tax expense (benefit) of $22.0; $(98.0); $132.2; $(217.2)) | 79.5 | (363.0) | 501.5 | (804.7) |
| Change in the Effect of Discount Rate Assumptions on the Liability for Future Policy Benefits, Net of Reinsurance (net of tax expense (benefit) of $10.9; $130.8; $(31.7); $364.9) | 39.8 | 487.0 | (126.5) | 1,360.7 |
| Change in Net Loss on Derivatives (net of tax benefit of $15.9; $9.0; $4.2; $23.1) | (59.8) | (37.6) | (14.3) | (90.9) |
| Change in Foreign Currency Translation Adjustment (net of tax expense of $0.4; $1.2; $0.2; $1.5) | 80.0 | 4.2 | 122.3 | (7.3) |
| Change in Unrecognized Pension and Postretirement Benefit Costs (net of tax expense (benefit) of $(0.5); $0.7; $(0.7); $10.1) | (1.4) | 3.2 | — | 4.0 |
| **Total Other Comprehensive Income** | 138.1 | 93.8 | 483.0 | 461.8 |
| **Comprehensive Income** | $ 473.7 | $ 483.3 | $ 1,007.7 | $ 1,246.5 |

See notes to consolidated financial statements.

***CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)***

***Unum Group and Subsidiaries***

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| **Common Stock** | | | | |
| Balance at Beginning of Period | $ 19.5 | $ 19.5 | $ 19.5 | $ 19.4 |
| Common Stock Activity | 0.1 | — | 0.1 | 0.1 |
| Balance at End of Period | 19.6 | 19.5 | 19.6 | 19.5 |
| | | | | |
| **Additional Paid-in Capital** | | | | |
| Balance at Beginning of Period | 1,568.7 | 1,548.2 | 1,489.6 | 1,547.8 |
| Repurchase of Common Stock | — | — | 80.3 | — |
| Other Common Stock Activity | 9.7 | 10.6 | 8.5 | 11.0 |
| Balance at End of Period | 1,578.4 | 1,558.8 | 1,578.4 | 1,558.8 |
| | | | | |
| **Accumulated Other Comprehensive Loss** | | | | |
| Balance at Beginning of Period | (2,178.8) | (2,940.0) | (2,523.7) | (3,308.0) |
| Other Comprehensive Income | 138.1 | 93.8 | 483.0 | 461.8 |
| Balance at End of Period | (2,040.7) | (2,846.2) | (2,040.7) | (2,846.2) |
| | | | | |
| **Retained Earnings** | | | | |
| Balance at Beginning of Period | 13,025.8 | 11,754.1 | 12,914.0 | 11,431.5 |
| Net Income | 335.6 | 389.5 | 524.7 | 784.7 |
| Dividends to Stockholders (per common share: $0.420; $0.365; $0.840; $0.730) | (74.2) | (69.0) | (151.5) | (141.6) |
| Balance at End of Period | 13,287.2 | 12,074.6 | 13,287.2 | 12,074.6 |
| | | | | |
| **Treasury Stock** | | | | |
| Balance at Beginning of Period | (1,221.2) | (162.3) | (938.3) | (39.3) |
| Repurchases of Common Stock | (303.3) | (179.8) | (586.2) | (302.8) |
| Balance at End of Period | (1,524.5) | (342.1) | (1,524.5) | (342.1) |
| | | | | |
| **Total Stockholders' Equity at End of Period** | $ 11,320.0 | $ 10,464.6 | $ 11,320.0 | $ 10,464.6 |

See notes to consolidated financial statements.

***CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)***

***Unum Group and Subsidiaries***

| | Six Months Ended June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars) | |
| **Cash Flows from Operating Activities** | | |
| Net Income | $ 524.7 | $ 784.7 |
| Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities | | |
| Change in Receivables | 360.2 | 264.5 |
| Change in Deferred Acquisition Costs | (89.9) | (77.9) |
| Change in Insurance Liabilities | 55.0 | (123.3) |
| Change in Income Taxes | 10.3 | (34.4) |
| Change in Other Accrued Liabilities | (266.3) | (118.0) |
| Non-cash Components of Net Investment Income | (176.8) | (194.9) |
| Net Investment Loss | 224.5 | 11.6 |
| Depreciation | 60.2 | 59.3 |
| Amortization of the Cost of Reinsurance | 19.3 | 20.7 |
| Other, Net | (19.6) | 45.1 |
| **Net Cash Provided by Operating Activities** | 701.6 | 637.4 |
| | | |
| **Cash Flows from Investing Activities** | | |
| Proceeds from Sales of Fixed Maturity Securities | 470.9 | 249.1 |
| Proceeds from Maturities of Fixed Maturity Securities | 923.3 | 618.0 |
| Proceeds from Sales and Maturities of Other Investments | 246.9 | 160.7 |
| Purchases of Fixed Maturity Securities | (904.3) | (1,023.2) |
| Purchases of Other Investments | (202.6) | (149.4) |
| Net Sales and Maturities (Purchases) of Short-term Investments | 328.1 | (146.5) |
| Net Increase in Payables for Collateral on Investments | 162.1 | 73.9 |
| Net Purchases of Property and Equipment | (63.7) | (56.0) |
| **Net Cash Provided (Used) by Investing Activities** | 960.7 | (273.4) |
| | | |
| **Cash Flows from Financing Activities** | | |
| Issuance of Long-term Debt | — | 391.6 |
| Repayment of Long-term Debt | — | (350.0) |
| Issuances of Common Stock | 2.8 | 3.4 |
| Repurchases of Common Stock | (500.9) | (300.0) |
| Dividends Paid to Stockholders | (150.5) | (141.5) |
| Proceeds from Policyholders' Account Deposits | 63.3 | 67.8 |
| Payments for Policyholders' Account Withdrawals | (43.2) | (44.5) |
| Other, Net | (1.8) | (4.1) |
| **Net Cash Used by Financing Activities** | (630.3) | (377.3) |
| | | |
| **Net Increase (Decrease) in Cash and Bank Deposits** | 1,032.0 | (13.3) |
| | | |
| **Cash and Bank Deposits at Beginning of Year** | 162.8 | 146.0 |
| | | |
| **Cash and Bank Deposits at End of Period** | $ 1,194.8 | $ 132.7 |

See notes to consolidated financial statements.

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 1 - Basis of Presentation**

The accompanying consolidated financial statements of Unum Group and its subsidiaries (the Company) have been prepared in accordance with U.S. generally accepted accounting principles (GAAP) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. For further information, refer to the consolidated financial statements and footnotes included in our annual report on Form 10-K for the year ended December 31, 2024.

In our opinion, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Interim results are not necessarily indicative of full year performance.

**Note 2 - Accounting Developments**

**Accounting Updates Adopted in 2024:**

***ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures***

The amendments in this update enhanced disclosures of significant expenses for reportable segments. Specifically, the update added a requirement to disclose significant expenses that are regularly provided to the Chief Operating Decision Maker (CODM) and are included in each reported measure of segment profit or loss. This update required the disclosure of the title and position of the CODM as well as an explanation of how they use the reported measure(s) to assess segment performance and make decisions about allocating resources. The update also required the disclosure of the amount and composition of other segment items, which is the difference between reported segment revenues less the significant segment expenses. The amendments in this update allow for the disclosure of more than one measure of segment profit or loss, provided that at least one of the reported measures includes the segment profit or loss measure that is most consistent with GAAP measurement principles.

The amendments in this update were applied retrospectively in the annual period ended as of December 31, 2024 and interim periods beginning January 1, 2025. The adoption of this update modified our disclosures but did not have an impact on our financial position or results of operations.

***ASU 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting and related amendments***

The amendments in this update provided optional guidance, for a limited period of time, to ease the potential burden in accounting for and recognizing the effects of reference rate reform on financial reporting. The guidance allowed for various practical expedients and exceptions when applying GAAP to contracts, hedging relationships, and other transactions affected either by discontinued rates as a direct result of reference rate reform or a market-wide change in interest rates used for discounting, margining or contract price alignment, if certain criteria are met. Specifically, the guidance provided certain practical expedients for contract modifications, fair value hedges, and cash flow hedges, and also provided certain exceptions related to changes in the critical terms of a hedging relationship. The guidance also allowed for a one-time election to sell or transfer debt securities that were both classified as held-to-maturity prior to January 1, 2020 and referenced a rate affected by the reform.

The adoption of this update was permitted as of the beginning of the interim period that includes March 12, 2020 (the issuance date of the update), or any date thereafter, through December 31, 2024, at which point the guidance sunset. We have elected practical expedients for contracts impacted by reference rate reform which did not result in a material impact on our financial position or results of operations.

**Accounting Updates Outstanding:**

***ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures***

The amendments in this update require greater disaggregation of income tax disclosures related to the income tax rate reconciliation and income taxes paid. Specifically, the guidance requires additional information that meet a quantitative

**Note 2 - Accounting Developments - Continued**

threshold in specified categories with respect to the reconciliation of the effective tax rate to the statutory tax rate for federal, state, and foreign income taxes. The specified categories are the following: state and local income taxes, foreign tax effects, effect of cross-border tax laws, enactment of new tax laws, nontaxable or nondeductible items, tax credits, changes in valuation allowances, and changes in unrecognized tax benefits. The quantitative threshold for each category is five percent of the amount computed by multiplying income (or loss) from continuing operations before income taxes by the statutory federal income tax rate. In addition, the amendments require additional information pertaining to income taxes paid, net of refunds, to be disaggregated by federal, state and foreign jurisdictions, and further disaggregated for specific jurisdictions to the extent the related amounts exceed a quantitative threshold of five percent of total income taxes paid. The amendments also require disclosures of income (or loss) before income tax expense (or benefit) as domestic or foreign for each annual reporting period.

The amendments eliminate the historic requirement to disclose information regarding unrecognized tax benefits having a reasonable possibility of significantly increasing or decreasing in the twelve months following the reporting date, as well as the requirement to disclose the cumulative temporary differences when a deferred tax liability is not recognized due to certain exceptions under ASC 740.

We will adopt this update effective for the annual period beginning January 1, 2025. The adoption of this update is permitted on a prospective basis or a retrospective basis. The adoption of this update will not have an impact on our financial position or results of operations, but will expand our disclosures effective for the annual period beginning January 1, 2025.

***ASU 2024-03, Disaggregation of Income Statement Expenses: Income Statement - Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses and related amendment***

The amendments in this update require the disclosure of disaggregation of certain income statement expense line items. Specifically, the guidance requires the disclosure of additional information related to certain expenses, including employee compensation, depreciation and amortization, and certain other expenses included in each income statement line item. The amendments also require the disclosure of both the total amount of selling expenses and a definition of selling expenses.

We will adopt this update effective for the annual period beginning January 1, 2027, and interim periods beginning January 1, 2028. The adoption of this update is permitted on a prospective basis or a retrospective basis. The adoption of this update will expand our disclosures but will not have an impact on our financial position or results of operations.

**Note 3 - Fair Value of Financial Instruments**

***Fair Value Measurements for Financial Instruments Carried at Fair Value***

We report fixed maturity securities, which are classified as available-for-sale securities, derivative financial instruments, and unrestricted equity securities at fair value in our consolidated balance sheets. We report our investments in private equity partnerships at our share of the partnerships' net asset value (NAV) per share or its equivalent as a practical expedient for fair value.

The degree of judgment utilized in measuring the fair value of financial instruments generally correlates to the level of pricing observability. Financial instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices in active markets generally have more pricing observability and less judgment utilized in measuring fair value. An active market for a financial instrument is a market in which transactions for an asset or a similar asset occur with sufficient frequency and volume to provide pricing information on an ongoing basis. A quoted price in an active market provides the most reliable evidence of fair value and should be used to measure fair value whenever available. Conversely, financial instruments rarely traded or not quoted have less observability and are measured at fair value using valuation techniques that require more judgment. Pricing observability is generally impacted by a number of factors, including the type of financial instrument, whether the financial instrument is new to the market and not yet established, the characteristics specific to the transaction, and overall market conditions.

**Note 3 - Fair Value of Financial Instruments - Continued**

We classify financial instruments in accordance with a fair value hierarchy consisting of three levels based on the observability of valuation inputs:

- Level 1 - the highest category of the fair value hierarchy classification wherein inputs are unadjusted and represent quoted prices in active markets for identical assets or liabilities at the measurement date.

- Level 2 - valued using inputs (other than prices included in Level 1) that are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date and for the duration of the instrument's anticipated life.

- Level 3 - the lowest category of the fair value hierarchy and reflects the judgment of management regarding what market participants would use in pricing assets or liabilities at the measurement date. Financial assets and liabilities categorized as Level 3 are generally those that are valued using unobservable inputs to extrapolate an estimated fair value.

***Valuation Methodologies of Financial Instruments Measured at Fair Value***

Valuation techniques used for assets and liabilities accounted for at fair value are generally categorized into three types. The market approach uses prices and other relevant information from market transactions involving identical or comparable assets or liabilities. The income approach converts future amounts, such as cash flows or earnings, to a single present amount, or a discounted amount. The cost approach is based upon the amount that currently would be required to replace the service capacity of an asset, or the current replacement cost.

We use valuation techniques that are appropriate in the circumstances and for which sufficient data are available that can be obtained without undue cost and effort. In some cases, a single valuation technique will be appropriate (for example, when valuing an asset or liability using quoted prices in an active market for identical assets or liabilities). In other cases, multiple valuation techniques will be appropriate. If we use multiple valuation techniques to measure fair value, we evaluate and weigh the results, as appropriate, considering the reasonableness of the range indicated by those results. A fair value measurement is the point within that range that is most representative of fair value in the circumstances.

The selection of the valuation method(s) to apply considers the definition of an exit price and depends on the nature of the asset or liability being valued. For assets and liabilities accounted for at fair value, we generally use valuation techniques consistent with the market approach, and to a lesser extent, the income approach. We believe the market approach provides more observable data than the income approach, considering the type of investments we hold. Our fair value measurements could differ significantly based on the valuation technique and available inputs. When using a pricing service, we obtain the vendor's pricing documentation to ensure we understand their methodologies. We periodically review and approve the selection of our pricing vendors to ensure we are in agreement with their current methodologies. When markets are less active, brokers may rely more on models with inputs based on the information available only to the broker. Our internal investment management professionals, which include portfolio managers and analysts, monitor securities priced by brokers and evaluate their prices for reasonableness based on benchmarking to available primary and secondary market information. In weighing a broker quote as an input to fair value, we place less reliance on quotes that do not reflect the result of market transactions. We also consider the nature of the quote, particularly whether it is a bid or market quote. If prices in an inactive market do not reflect current prices for the same or similar assets, adjustments may be necessary to arrive at fair value. When relevant market data is unavailable, which may be the case during periods of market uncertainty, the income approach can, in suitable circumstances, provide a more appropriate fair value. During 2025, we have applied valuation approaches and techniques on a consistent basis to similar assets and liabilities and consistent with those approaches and techniques used at year end 2024.

**Note 3 - Fair Value of Financial Instruments - Continued**

***Fixed Maturity and Equity Securities***

We use observable and unobservable inputs in measuring the fair value of our fixed maturity and equity securities. For securities categorized as Level 1, fair values equal active Trade Reporting and Compliance Engine (TRACE) pricing or unadjusted market maker prices. For securities categorized as Level 2 or Level 3, inputs that may be used in valuing each class of securities at any given time period are disclosed below. Actual inputs used to determine fair values will vary for each reporting period depending on the availability of inputs which may, at times, be affected by the lack of market liquidity.

| Instrument | Level 2<br>Observable Inputs | Level 3<br>Unobservable Inputs |
|---|---|---|
| **United States Government and Government Agencies and Authorities** | | |
| Valuation Method | Principally the market approach | Not applicable |
| | | |
| Valuation Techniques / Inputs | Prices obtained from external pricing services | |
| **States, Municipalities, and Political Subdivisions** | | |
| Valuation Method | Principally the market approach | Principally the market approach |
| | | |
| Valuation Techniques / Inputs | Prices obtained from external pricing services | Analysis of similar bonds, adjusted for comparability |
| | Relevant reports issued by analysts and rating agencies | |
| | Audited financial statements | |
| | | |
| **Foreign Governments** | | |
| Valuation Method | Principally the market approach | Principally the market approach |
| | | |
| Valuation Techniques / Inputs | Prices obtained from external pricing services | Analysis of similar bonds, adjusted for comparability |
| | Non-binding broker quotes | |
| | Call provisions | |
| | | |
| **Public Utilities** | | |
| Valuation Method | Principally the market and income approaches | Principally the market and income approaches |
| | | |
| Valuation Techniques / Inputs | Prices obtained from external pricing services | Change in benchmark reference |
| | Non-binding broker quotes | Analysis of similar bonds, adjusted for comparability |
| | Benchmark yields | Discount for size - illiquidity |
| | Transactional data for new issuances and secondary trades | Volatility of credit |
| | Security cash flows and structures | Lack of marketability |
| | Recent issuance / supply | |
| | Audited financial statements | |
| | Security and issuer level spreads | |
| | Security creditor ratings/maturity/capital structure/optionality | |

**Note 3 - Fair Value of Financial Instruments - Continued**

| Instrument | Level 2 Observable Inputs | Level 3 Unobservable Inputs |
|---|---|---|
| **Public Utilities - Continued** | | |
| | Public covenants | |
| | Comparative bond analysis | |
| | Relevant reports issued by analysts and rating agencies | |
| | | |
| **Mortgage/Asset-Backed Securities**[1] | | |
| Valuation Method | Principally the market and income approaches | Principally the market approach |
| | | |
| Valuation Techniques / Inputs | Prices obtained from external pricing services | Analysis of similar bonds, adjusted for comparability |
| | Non-binding broker quotes | Prices obtained from external pricing services |
| | Security cash flows and structures | |
| | Underlying collateral | |
| | Prepayment speeds/loan performance/ delinquencies | |
| | Relevant reports issued by analysts and rating agencies | |
| | Audited financial statements | |
| | | |
| **All Other Corporate Bonds** | | |
| Valuation Method | Principally the market and income approaches | Principally the market and income approaches |
| | | |
| Valuation Techniques / Inputs | Prices obtained from external pricing services | Change in benchmark reference |
| | Non-binding broker quotes | Discount for size - illiquidity |
| | Benchmark yields | Volatility of credit |
| | Transactional data for new issuances and secondary trades | Lack of marketability |
| | Security cash flows and structures | Prices obtained from external pricing services |
| | Recent issuance / supply | |
| | Security and issuer level spreads | |
| | Security creditor ratings/maturity/capital structure/optionality | |
| | Public covenants | |
| | Comparative bond analysis | |
| | Relevant reports issued by analysts and rating agencies | |
| | Audited financial statements | |

**Note 3 - Fair Value of Financial Instruments - Continued**

| Instrument | Level 2 Observable Inputs | Level 3 Unobservable Inputs |
|---|---|---|
| **Redeemable Preferred Stocks** | | |
| Valuation Method | Principally the market approach | Principally the market approach |
| Valuation Techniques / Inputs | Non-binding broker quotes | Financial statement analysis |
| | Benchmark yields | |
| | Comparative bond analysis | |
| | Call provisions | |
| | Relevant reports issued by analysts and rating agencies | |
| | Audited financial statements | |
| **Perpetual Preferred and Equity Securities** | | |
| Valuation Method | Principally the market approach | Principally the market and income approaches |
| Valuation Techniques / Inputs | Prices obtained from external pricing services | Financial statement analysis |
| | Non-binding broker quotes | |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

The management of our investment portfolio includes establishing pricing policy and reviewing the reasonableness of sources and inputs used in developing pricing. We review all prices that vary between multiple pricing vendors by a threshold that is outside a normal market range for the asset type. In the event we receive a vendor's market price that does not appear reasonable based on our market analysis, we may challenge the price and request further information about the assumptions and methodologies used by the vendor to price the security. We may change the selected price based on a better data source such as an actual trade. We also review all prices that did not change from the prior month to ensure that these prices are within our expectations. The overall valuation process for determining fair values may include adjustments to valuations obtained from our pricing sources when they do not represent a valid exit price. These adjustments may be made when, in our judgment and considering our knowledge of the financial conditions and industry in which the issuer operates, certain features of the financial instrument require that an adjustment be made to the value originally obtained from our pricing sources. These features may include the complexity of the financial instrument, the market in which the financial instrument is traded, counterparty credit risk, credit structure, concentration, or liquidity. Additionally, an adjustment to the price derived from a model typically reflects our judgment of the inputs that other participants in the market for the financial instrument being measured at fair value would consider in pricing that same financial instrument. In the event an asset is sold, we test the validity of the fair value determined by our valuation techniques by comparing the selling price to the fair value determined for the asset in the immediately preceding month end reporting period.

Certain of our investments do not have readily determinable market prices and/or observable inputs or may at times be affected by the lack of market liquidity. For these securities, we use internally prepared valuations, including valuations based on estimates of future profitability, to estimate the fair value. Additionally, we may obtain prices from independent third-party brokers to aid in establishing valuations for certain of these securities. Key assumptions used by us to determine fair value for these securities include risk free interest rates, risk premiums, performance of underlying collateral (if any), and other factors involving significant assumptions which may or may not reflect those of an active market.

The parameters and inputs used to validate a price on a security may be adjusted for assumptions about risk and current market conditions on a quarter to quarter basis, as certain features may be more significant drivers of valuation at the time of pricing. Changes to inputs in valuations are not changes to valuation methodologies; rather, the inputs are modified to reflect direct or indirect impacts on asset classes from changes in market conditions.

**Note 3 - Fair Value of Financial Instruments - Continued**

At June 30, 2025, approximately 17.2 percent of our fixed maturity securities were valued using active trades from TRACE pricing or broker market maker prices for which there was current market activity in that specific security (comparable to receiving one binding quote). The prices obtained were not adjusted, and the assets were classified as Level 1.

The remaining 82.8 percent of our fixed maturity securities were valued based on non-binding quotes or other observable and unobservable inputs, as discussed below:

- 66.0 percent of our fixed maturity securities were valued based on prices from pricing services that generally use observable inputs such as prices for securities or comparable securities in active markets in their valuation techniques. These assets were classified as Level 2.

- 16.1 percent of our fixed maturity securities were valued based on one or more non-binding broker quotes, if validated by observable market data. When only one price is available, it is used if observable inputs and analysis confirms that it is appropriate. These assets, for which we were able to validate the price using other observable market data, were classified as Level 2.

- 0.7 percent of our fixed maturity securities were valued based on prices of comparable securities, internal models, or pricing services or other non-binding quotes with no other observable market data. These assets were classified as either Level 2 or Level 3, with the categorization dependent on whether there was other observable market data.

***Derivatives***

Fair values for derivatives other than embedded derivatives in modified coinsurance arrangements are based on market quotes or pricing models and represent the net amount of cash we would have paid or received if the contracts had been settled or closed as of the last day of the period. Credit risk related to the counterparty and the Company is considered in determining the fair values of these derivatives. However, since we have collateralization agreements in place with each counterparty which limits our exposure, any credit risk is immaterial. Therefore, we determined that no adjustments for credit risk were required as of June 30, 2025 or December 31, 2024.

Fair values for our embedded derivative in a modified coinsurance arrangement are estimated using internal pricing models and represent the hypothetical value of the duration mismatch of assets and liabilities, interest rate risk, and third party credit risk embedded in the modified coinsurance arrangement.

We consider transactions in inactive markets to be less representative of fair value. We use all available observable inputs when measuring fair value, but when significant unobservable inputs are used, we classify these assets or liabilities as Level 3.

***Private Equity Partnerships***

Our private equity partnerships represent funds that are primarily invested in private credit, private equity, and real assets, as described below. Distributions received from the funds arise from income generated by the underlying investments as well as the liquidation of the underlying investments. There is generally not a public market for these investments.

**Note 3 - Fair Value of Financial Instruments - Continued**

The following tables present additional information about our private equity partnerships, including commitments for additional investments which may or may not be funded:

| | | June 30, 2025 | | |
|---|---|---|---|---|
| Investment Category | | Fair Value | Redemption Term / Redemption Notice | Unfunded Commitments |
| | | (in millions of dollars) | | (in millions of dollars) |
| Private Credit | (a) | $ 211.7 | Not redeemable | $ 115.5 |
| | | 51.5 | Quarterly / 90 days notice | 12.7 |
| Total Private Credit | | 263.2 | | 128.2 |
| Private Equity | (b) | 618.3 | Not redeemable | 406.5 |
| | | 38.3 | Initial 5.5 year lock on each new investment / Quarterly after 5.5 year lock with 90 days notice | 10.5 |
| Total Private Equity | | 656.6 | | 417.0 |
| Real Assets | (c) | 494.4 | Not redeemable | 219.1 |
| | | 36.7 | Quarterly / 90 days notice | — |
| Total Real Assets | | 531.1 | | 219.1 |
| **Total Partnerships** | | $ 1,450.9 | | $ 764.3 |

| | | December 31, 2024 | | |
|---|---|---|---|---|
| Investment Category | | Fair Value | Redemption Term / Redemption Notice | Unfunded Commitments |
| | | (in millions of dollars) | | (in millions of dollars) |
| Private Credit | (a) | $ 236.9 | Not redeemable | $ 118.9 |
| | | 52.3 | Quarterly / 90 days notice | 10.3 |
| Total Private Credit | | 289.2 | | 129.2 |
| Private Equity | (b) | 604.1 | Not redeemable | 398.2 |
| | | 36.1 | Initial 5.5 year lock on each new investment / Quarterly after 5.5 year lock with 90 days notice | 11.0 |
| Total Private Equity | | 640.2 | | 409.2 |
| Real Assets | (c) | 486.6 | Not redeemable | 230.1 |
| | | 34.6 | Quarterly / 90 days notice | — |
| Total Real Assets | | 521.2 | | 230.1 |
| **Total Partnerships** | | $ 1,450.6 | | $ 768.5 |

(a) **Private Credit** - The limited partnerships described in this category employ various investment strategies, generally providing direct lending or other forms of debt financing including first-lien, second-lien, mezzanine, and subordinated loans. The limited partnerships have credit exposure to corporates, physical assets, and/or financial assets within a variety of industries (including manufacturing, healthcare, energy, business services, technology, materials, and retail) in North

**Note 3 - Fair Value of Financial Instruments - Continued**

America and, to a lesser extent, outside of North America. As of June 30, 2025, the estimated remaining life of the investments that do not allow for redemptions is approximately 77 percent in the next 3 years, 12 percent during the period from 3 to 5 years, and 11 percent during the period from 5 to 10 years.

(b) **Private Equity** - The limited partnerships described in this category employ various strategies generally investing in controlling or minority control equity positions directly in companies and/or assets across various industries (including manufacturing, healthcare, energy, business services, technology, materials, and retail), primarily in private markets within North America and, to a lesser extent, outside of North America. As of June 30, 2025, the estimated remaining life of the investments that do not allow for redemptions is approximately 34 percent in the next 3 years, 28 percent during the period from 3 to 5 years, and 38 percent during the period from 5 to 10 years.

(c) **Real Assets** - The limited partnerships described in this category employ various strategies, which include investing in the equity and/or debt financing of physical assets, including infrastructure (energy, power, water/wastewater, communications), transportation (including airports, ports, toll roads, aircraft, railcars) and real estate in North America, Europe, South America, and Asia. As of June 30, 2025, the estimated remaining life of the investments that do not allow for redemptions is approximately 47 percent in the next 3 years, 29 percent during period from 3 to 5 years, and 24 percent during the period from 5 to 10 years.

We record changes in our share of NAV of the partnerships in net investment income. We receive financial information related to our investments in partnerships and generally record investment income on a one-quarter lag in accordance with our accounting policy. Our partnerships are subject to transfer restrictions which extend over the life of the investment. There are no circumstances in which the transfer restrictions would lapse.

**Note 3 - Fair Value of Financial Instruments - Continued**

The following tables present information about financial instruments measured at fair value on a recurring basis by fair value level, based on the observability of the inputs used:

| | June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | NAV | Total |
| | (in millions of dollars) | | | | |
| **Assets** | | | | | |
| Fixed Maturity Securities | | | | | |
| United States Government and Government Agencies and Authorities | $ — | $ 537.8 | $ — | $ — | $ 537.8 |
| States, Municipalities, and Political Subdivisions | — | 3,183.7 | — | — | 3,183.7 |
| Foreign Governments | — | 873.2 | — | — | 873.2 |
| Public Utilities | 444.6 | 4,882.1 | — | — | 5,326.7 |
| Mortgage/Asset-Backed Securities[1] | — | 1,011.8 | 81.4 | — | 1,093.2 |
| All Other Corporate Bonds | 5,777.0 | 19,146.7 | 19.9 | — | 24,943.6 |
| Redeemable Preferred Stocks | — | 7.8 | — | — | 7.8 |
| Total Fixed Maturity Securities | 6,221.6 | 29,643.1 | 101.3 | — | 35,966.0 |
| | | | | | |
| Other Long-term Investments | | | | | |
| Derivatives | | | | | |
| Forwards | — | 3.0 | — | — | 3.0 |
| Foreign Currency Interest Rate Swaps | — | 40.8 | — | — | 40.8 |
| Embedded Derivative in Modified Coinsurance Arrangement | — | — | 10.6 | — | 10.6 |
| Total Derivatives | — | 43.8 | 10.6 | — | 54.4 |
| Perpetual Preferred and Equity Securities | — | 0.1 | 23.8 | — | 23.9 |
| Private Equity Partnerships | — | — | — | 1,450.9 | 1,450.9 |
| Total Other Long-term Investments | — | 43.9 | 34.4 | 1,450.9 | 1,529.2 |
| Total Financial Instrument Assets Carried at Fair Value | $ 6,221.6 | $ 29,687.0 | $ 135.7 | $ 1,450.9 | $ 37,495.2 |
| | | | | | |
| **Liabilities** | | | | | |
| Other Liabilities | | | | | |
| Derivatives | | | | | |
| Forwards | $ — | $ 234.1 | $ — | $ — | $ 234.1 |
| Foreign Currency Interest Rate Swaps | — | 52.4 | — | — | 52.4 |
| Total Derivatives | — | 286.5 | — | — | 286.5 |
| Total Financial Instrument Liabilities Carried at Fair Value | $ — | $ 286.5 | $ — | $ — | $ 286.5 |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

**Note 3 - Fair Value of Financial Instruments - Continued**

| | December 31, 2024 | | | | |
|---|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | NAV | Total |
| | (in millions of dollars) | | | | |
| **Assets** | | | | | |
| Fixed Maturity Securities | | | | | |
| United States Government and Government Agencies and Authorities | $ 77.9 | $ 452.6 | $ — | $ — | $ 530.5 |
| States, Municipalities, and Political Subdivisions | — | 3,291.4 | — | — | 3,291.4 |
| Foreign Governments | — | 768.1 | — | — | 768.1 |
| Public Utilities | 174.5 | 5,118.4 | — | — | 5,292.9 |
| Mortgage/Asset-Backed Securities[1] | — | 843.7 | 73.5 | — | 917.2 |
| All Other Corporate Bonds | 3,928.1 | 20,822.6 | 71.5 | — | 24,822.2 |
| Redeemable Preferred Stocks | — | 7.6 | — | — | 7.6 |
| Total Fixed Maturity Securities | 4,180.5 | 31,304.4 | 145.0 | — | 35,629.9 |
| | | | | | |
| Other Long-term Investments | | | | | |
| Derivatives | | | | | |
| Forwards | — | 6.5 | — | — | 6.5 |
| Foreign Currency Interest Rate Swaps | — | 72.9 | — | — | 72.9 |
| Embedded Derivative in Modified Coinsurance Arrangement | — | — | 11.5 | — | 11.5 |
| Total Derivatives | — | 79.4 | 11.5 | — | 90.9 |
| Perpetual Preferred and Equity Securities | — | 0.1 | 24.4 | — | 24.5 |
| Private Equity Partnerships | — | — | — | 1,450.6 | 1,450.6 |
| Total Other Long-term Investments | — | 79.5 | 35.9 | 1,450.6 | 1,566.0 |
| Total Financial Instrument Assets Carried at Fair Value | $ 4,180.5 | $ 31,383.9 | $ 180.9 | $ 1,450.6 | $ 37,195.9 |
| | | | | | |
| **Liabilities** | | | | | |
| Other Liabilities | | | | | |
| Derivatives | | | | | |
| Forwards | $ — | $ 223.2 | $ — | $ — | $ 223.2 |
| Foreign Currency Interest Rate Swaps | — | 32.5 | — | — | 32.5 |
| Total Derivatives | — | 255.7 | — | — | 255.7 |
| Total Financial Instrument Liabilities Carried at Fair Value | $ — | $ 255.7 | $ — | $ — | $ 255.7 |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 3 - Fair Value of Financial Instruments - Continued**

Changes in assets and liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) are as follows:

| | Three Months Ended June 30, 2025 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Fair Value Beginning of Period | Total Realized and Unrealized Investment Gains (Losses) in | | Purchases | Sales/ Maturities | Level 3 Transfers | | Fair Value End of Period | Change in Unrealized Gain (Loss) on Securities Held at the End of Period included in | |
| | | Earnings | OCI | | | Into | Out of | | OCI | Earnings |
| | (in millions of dollars) | | | | | | | | | |
| Fixed Maturity Securities | | | | | | | | | | |
| Public Utilities | $ — | $ — | $ — | $ — | $ (9.0) | $ 9.0 | $ — | $ — | $ — | $ — |
| Mortgage/ Asset-Backed Securities[1] | 77.2 | — | 0.9 | 7.1 | (3.7) | — | (0.1) | 81.4 | 0.9 | — |
| All Other Corporate Bonds | 32.3 | — | (0.1) | 1.0 | (29.3) | 16.0 | — | 19.9 | (0.1) | — |
| Total Fixed Maturity Securities | 109.5 | — | 0.8 | 8.1 | (42.0) | 25.0 | (0.1) | 101.3 | 0.8 | — |
| Perpetual Preferred and Equity Securities | 26.8 | 6.9 | — | 3.0 | (12.9) | — | — | 23.8 | — | — |
| Embedded Derivative in Modified Coinsurance Arrangement | 9.6 | 1.0 | — | — | — | — | — | 10.6 | — | 1.0 |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 3 - Fair Value of Financial Instruments - Continued**

| | Three Months Ended June 30, 2024 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Fair Value Beginning of Period | Total Realized and Unrealized Investment Gains (Losses) in | | Purchases | Sales/ Maturities | Level 3 Transfers | | Fair Value End of Period | Change in Unrealized Gain (Loss) on Securities Held at the End of Period included in | |
| | | Earnings | OCI | | | Into | Out of | | OCI | Earnings |
| | (in millions of dollars) | | | | | | | | | |
| Fixed Maturity Securities | | | | | | | | | | |
| Mortgage/ Asset-Backed Securities[1] | $ 38.7 | $ — | $ 0.4 | $ 4.9 | $ (0.7) | $ 3.3 | $ (0.1) | $ 46.5 | $ 0.4 | $ — |
| All Other Corporate Bonds | 90.2 | — | 2.5 | — | (26.7) | 23.1 | (35.8) | 53.3 | 2.5 | — |
| Total Fixed Maturity Securities | 128.9 | — | 2.9 | 4.9 | (27.4) | 26.4 | (35.9) | 99.8 | 2.9 | — |
| | | | | | | | | | | |
| Perpetual Preferred and Equity Securities | 21.6 | 0.1 | — | — | — | — | — | 21.7 | — | 0.1 |
| Embedded Derivative in Modified Coinsurance Arrangement | 4.6 | 0.8 | — | — | — | — | — | 5.4 | — | 0.8 |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

**Note 3 - Fair Value of Financial Instruments - Continued**

| | Six Months Ended June 30, 2025 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Fair Value Beginning of Year | Total Realized and Unrealized Investment Gains (Losses) in | | Purchases | Sales/ Maturities | Level 3 Transfers | | Fair Value End of Period | Change in Unrealized Gain (Loss) on Securities Held at the End of Period included in | |
| | | Earnings | OCI | | | Into | Out of | | OCI | Earnings |
| | (in millions of dollars) | | | | | | | | | |
| Fixed Maturity Securities | | | | | | | | | | |
| Public Utilities | $ — | $ (1.5) | $ 1.7 | $ — | $ (21.3) | $21.1 | $ — | $ — | $ — | $ — |
| Mortgage/ Asset-Backed Securities[1] | 73.5 | — | 0.3 | 11.9 | (4.2) | — | (0.1) | 81.4 | 0.3 | — |
| All Other Corporate Bonds | 71.5 | (6.2) | (8.3) | 1.0 | (99.6) | 99.7 | (38.2) | 19.9 | (8.3) | — |
| Total Fixed Maturity Securities | 145.0 | (7.7) | (6.3) | 12.9 | (125.1) | 120.8 | (38.3) | 101.3 | (8.0) | — |
| Perpetual Preferred and Equity Securities | 24.4 | 7.6 | — | 4.7 | (12.9) | — | — | 23.8 | — | 0.7 |
| Embedded Derivative in Modified Coinsurance Arrangement | 11.5 | (0.9) | — | — | — | — | — | 10.6 | — | (0.9) |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

**Note 3 - Fair Value of Financial Instruments - Continued**

| | Six Months Ended June 30, 2024 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Total Realized and Unrealized Investment Gains (Losses) in | | | | Level 3 Transfers | | | Change in Unrealized Gain (Loss) on Securities Held at the End of Period included in | |
| | Fair Value Beginning of Year | Earnings | OCI | Purchases | Sales/ Maturities | Into | Out of | Fair Value End of Period | OCI | Earnings |
| | (in millions of dollars) | | | | | | | | | |
| Fixed Maturity Securities | | | | | | | | | | |
| Mortgage/ Asset-Backed Securities[1] | $ 32.9 | $ — | $ 0.5 | $ 10.6 | $ (1.2) | $ 3.8 | $ (0.1) | $ 46.5 | $ 0.5 | $ — |
| All Other Corporate Bonds | 123.4 | (2.6) | 5.1 | 2.3 | (154.2) | 149.5 | (70.2) | 53.3 | 5.1 | (2.6) |
| Total Fixed Maturity Securities | 156.3 | (2.6) | 5.6 | 12.9 | (155.4) | 153.3 | (70.3) | 99.8 | 5.6 | (2.6) |
| | | | | | | | | | | |
| Perpetual Preferred and Equity Securities | 21.6 | 0.1 | — | — | — | — | — | 21.7 | — | 0.1 |
| Embedded Derivative in Modified Coinsurance Arrangement | (1.5) | 6.9 | — | — | — | — | — | 5.4 | — | 6.9 |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

Realized and unrealized investment gains and losses presented in the preceding tables represent gains and losses only for the time during which the applicable financial instruments were classified as Level 3. The transfers between levels resulted primarily from a change in observability of three inputs used to determine fair values of the securities transferred: (1) transactional data for new issuance and secondary trades, (2) broker/dealer quotes and pricing, primarily related to changes in the level of activity in the market and whether the market was considered orderly, and (3) comparable bond metrics from which to perform an analysis. For fair value measurements of financial instruments that were transferred either into or out of Level 3, we reflect the transfers using the fair value at the beginning of the period. We believe this allows for greater transparency, as all changes in fair value that arise during the reporting period of the transfer are disclosed as a component of our Level 3 reconciliation.

**Note 3 - Fair Value of Financial Instruments - Continued**

The table below provides quantitative information regarding the significant unobservable inputs used in Level 3 fair value measurements derived from internal models. Unobservable inputs for fixed maturity securities are weighted by the fair value of the securities. Certain securities classified as Level 3 are excluded from the table below due to limitations in our ability to obtain the underlying inputs used by external pricing sources.

| | June 30, 2025 | | | |
|---|---|---|---|---|
| | Fair Value | Valuation Method | Unobservable Input | Range/Weighted Average |
| | (in millions of dollars) | | | |
| Fixed Maturity Securities | | | | |
| All Other Corporate Bonds - Private | $ 8.2 | Market Approach | Volatility of Credit<br>Market Convention | (a) 5.00% - 5.00% / 5.00%<br>(b) Priced at Par Value |
| Mortgage-Backed Securities/ Asset-Backed Securities[1] | 2.6 | Market Approach | Market Convention | (b) Priced at Par Value |
| Perpetual Preferred and Equity Securities | 23.8 | Market Approach | Market Convention | (b) Priced at Cost, Owner's Equity, or Most Recent Round |
| Embedded Derivative in Modified Coinsurance Arrangement | 10.6 | Discounted Cash Flows | Projected Liability Cash Flows<br>Weighted Spread of Swap Curve | (c) Actuarial Assumptions (0.15)% |

| | December 31, 2024 | | | |
|---|---|---|---|---|
| | Fair Value | Valuation Method | Unobservable Input | Range/Weighted Average |
| | (in millions of dollars) | | | |
| Fixed Maturity Securities | | | | |
| All Other Corporate Bonds - Private | $ 16.3 | Market Approach | Volatility of Credit<br>Market Convention | (a) 5.00% - 5.00% / 5.00%<br>(b) Priced at Par Value |
| Mortgage-Backed Securities/ Asset-Backed Securities[1] | 21.2 | Market Approach | Market Convention | (b) Priced at Par Value |
| Perpetual Preferred and Equity Securities | 24.4 | Market Approach | Market Convention | (b) Priced at Cost, Owner's Equity, or Most Recent Round |
| Embedded Derivative in Modified Coinsurance Arrangement | 11.5 | Discounted Cash Flows | Projected Liability Cash Flows<br>Weighted Spread of Swap Curve | (c) Actuarial Assumptions (0.23)% |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

(a) Represents basis point adjustments for credit-specific factors

(b) Represents a decision to price based on par value, cost, owner's equity, or the price of the most recent capital funding round when limited data is available

(c) Represents various actuarial assumptions required to derive the liability cash flows. Fair value of embedded derivative is most often driven by the change in the weighted average credit spread to the swap curve for the assets backing the hypothetical loan

Other than market convention, the impact of isolated decreases in unobservable inputs will result in a higher estimated fair value, whereas isolated increases in unobservable inputs will result in a lower estimated fair value. The unobservable input for market convention is not sensitive to input movements. The projected liability cash flows used in the fair value measurement of

**Note 3 - Fair Value of Financial Instruments - Continued**

our Level 3 embedded derivative are based on expected claim payments. If claim payments increase, the projected liability cash flows will increase, resulting in a decrease in the fair value of the embedded derivative. Decreases in projected liability cash flows will result in an increase in the fair value of the embedded derivative.

***Fair Value Measurements for Financial Instruments Not Carried at Fair Value***

The methods and assumptions used to estimate fair values of financial instruments not carried at fair value are discussed as follows:

*Mortgage Loans:* Fair value of newly originated, seasoned performing, or sub-performing but likely to continue cash flowing loans are calculated using a discounted cash flow analysis. Loans' cash flows are modeled and appropriately discounted by a rate based on current yields and credit spreads. For sub and non-performing loans where there is some probability the loan will not continue to pay, a price based approach would be used to estimate the loan's value in the open market utilizing current transaction information from similar loans.

*Policy Loans:* Fair values for policy loans, net of reinsurance ceded, are estimated using discounted cash flow analyses and interest rates currently being offered to policyholders with similar policies. Carrying amounts for ceded policy loans, which equal $3,292.3 million and $3,313.6 million as of June 30, 2025 and December 31, 2024, respectively, approximate fair value and are reported on a gross basis in our consolidated balance sheets. A change in interest rates for ceded policy loans will not impact our financial position because the benefits and risks are fully ceded to reinsuring counterparties.

*Miscellaneous Long-term Investments:* Carrying amounts for tax credit partnerships equal the unamortized balance of our contractual commitments and approximate fair value. Our shares of Federal Home Loan Bank (FHLB) common stock are carried at cost, which approximates fair value.

*Long-term Debt:* Fair values for long-term debt are obtained from independent pricing services or discounted cash flow analyses based on current incremental borrowing rates for similar types of borrowing arrangements.

*FHLB Funding Agreements:* Funding agreements with the FHLB represent cash advances used for the purpose of investing in either short-term investments, matched fixed maturity securities, or matched commercial mortgage loans. Carrying amounts approximate fair value.

*Unfunded Commitments to Investment Partnerships:* Unfunded equity commitments represent amounts that we have committed to fund investment partnerships. These commitments are legally binding, subject to the partnerships meeting specified conditions. Carrying amounts of these financial instruments approximate fair value.

**Note 3 - Fair Value of Financial Instruments - Continued**

The following table presents the carrying amounts and estimated fair values of our financial instruments not measured at fair value and indicates the level in the fair value hierarchy of the estimated fair value measurement based on the observability of the inputs used:

| | June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | Estimated Fair Value | | | | |
| | Level 1 | Level 2 | Level 3 | Total | Carrying Value |
| | (in millions of dollars) | | | | |
| **Assets** | | | | | |
| Mortgage Loans | $ — | $ 1,993.8 | $ — | $ 1,993.8 | $ 2,172.5 |
| Policy Loans | — | — | 3,673.5 | 3,673.5 | 3,604.8 |
| Other Long-term Investments | | | | | |
| Miscellaneous Long-term Investments | — | 35.2 | 0.2 | 35.4 | 35.4 |
| Total Financial Instrument Assets Not Carried at Fair Value | $ — | $ 2,029.0 | $ 3,673.7 | $ 5,702.7 | $ 5,812.7 |
| | | | | | |
| **Liabilities** | | | | | |
| Long-term Debt | $ 2,589.5 | $ 708.0 | $ — | $ 3,297.5 | $ 3,469.1 |
| Other Liabilities | | | | | |
| Unfunded Commitments | — | 0.2 | — | 0.2 | 0.2 |
| Payable for Collateral on FHLB Funding Agreements | — | 525.5 | — | 525.5 | 525.5 |
| Total Financial Instrument Liabilities Not Carried at Fair Value | $ 2,589.5 | $ 1,233.7 | $ — | $ 3,823.2 | $ 3,994.8 |

**Note 3 - Fair Value of Financial Instruments - Continued**

| | December 31, 2024 | | | | |
|---|---|---|---|---|---|
| | Estimated Fair Value | | | | |
| | Level 1 | Level 2 | Level 3 | Total | Carrying Value |
| | (in millions of dollars) | | | | |
| **Assets** | | | | | |
| Mortgage Loans | $ — | $ 1,975.4 | $ — | $ 1,975.4 | $ 2,224.5 |
| Policy Loans | — | — | 3,672.9 | 3,672.9 | 3,617.2 |
| Other Long-term Investments | | | | | |
| Miscellaneous Long-term Investments | — | 26.7 | 0.2 | 26.9 | 26.9 |
| Total Financial Instrument Assets Not Carried at Fair Value | $ — | $ 2,002.1 | $ 3,673.1 | $ 5,675.2 | $ 5,868.6 |
| | | | | | |
| **Liabilities** | | | | | |
| Long-term Debt | $ 3,246.1 | $ 43.2 | $ — | $ 3,289.3 | $ 3,465.2 |
| Other Liabilities | | | | | |
| Unfunded Commitments | — | 0.2 | — | 0.2 | 0.2 |
| Payable for Collateral on FHLB Funding Agreements | — | 324.2 | — | 324.2 | 324.2 |
| Total Financial Instrument Liabilities Not Carried at Fair Value | $ 3,246.1 | $ 367.6 | $ — | $ 3,613.7 | $ 3,789.6 |

The carrying values of financial instruments such as short-term investments, cash and bank deposits, accounts and premiums receivable, accrued investment income, securities lending agreements, and short-term debt approximate fair value due to the short-term nature of the instruments. As such, these financial instruments are not included in the above chart.

Fair values for insurance contracts other than investment contracts are not required to be disclosed. However, the fair values of liabilities under all insurance contracts are taken into consideration in our overall management of interest rate risk, which seeks to minimize exposure to changing interest rates through the matching of investment maturities with amounts due under insurance contracts.

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 4 - Investments**

***Fixed Maturity Securities***

At June 30, 2025 and December 31, 2024, all fixed maturity securities were classified as available-for-sale. The amortized cost and fair values of securities by security type are shown as follows:

| | June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | Amortized Cost, Gross of ACL[1] | ACL[1] | Gross Unrealized Gain | Gross Unrealized Loss | Fair Value |
| | (in millions of dollars) | | | | |
| United States Government and Government Agencies and Authorities | $ 540.0 | $ — | $ 17.8 | $ 20.0 | $ 537.8 |
| States, Municipalities, and Political Subdivisions | 3,651.0 | — | 66.6 | 533.9 | 3,183.7 |
| Foreign Governments | 1,032.3 | — | 14.0 | 173.1 | 873.2 |
| Public Utilities | 5,468.7 | — | 180.2 | 322.2 | 5,326.7 |
| Mortgage/Asset-Backed Securities[2] | 1,110.8 | — | 6.9 | 24.5 | 1,093.2 |
| All Other Corporate Bonds | 26,173.1 | 14.4 | 567.6 | 1,782.7 | 24,943.6 |
| Redeemable Preferred Stocks | 8.0 | — | — | 0.2 | 7.8 |
| **Total Fixed Maturity Securities** | $ 37,983.9 | $ 14.4 | $ 853.1 | $ 2,856.6 | $ 35,966.0 |

| | December 31, 2024 | | | | |
|---|---|---|---|---|---|
| | Amortized Cost, Gross of ACL[1] | ACL[1] | Gross Unrealized Gain | Gross Unrealized Loss | Fair Value |
| | (in millions of dollars) | | | | |
| United States Government and Government Agencies and Authorities | $ 544.6 | $ — | $ 13.9 | $ 28.0 | $ 530.5 |
| States, Municipalities, and Political Subdivisions | 3,795.6 | — | 65.5 | 569.7 | 3,291.4 |
| Foreign Governments | 912.1 | — | 9.5 | 153.5 | 768.1 |
| Public Utilities | 5,525.0 | — | 132.3 | 364.4 | 5,292.9 |
| Mortgage/Asset-Backed Securities[2] | 949.4 | — | 5.0 | 37.2 | 917.2 |
| All Other Corporate Bonds | 26,535.2 | 2.8 | 450.6 | 2,160.8 | 24,822.2 |
| Redeemable Preferred Stocks | 8.0 | — | — | 0.4 | 7.6 |
| **Total Fixed Maturity Securities** | $ 38,269.9 | $ 2.8 | $ 676.8 | $ 3,314.0 | $ 35,629.9 |

[1]Allowance for Credit Losses

[2]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

**Note 4 - Investments - Continued**

The following charts indicate the length of time our fixed maturity securities have been in a gross unrealized loss position.

| | June 30, 2025 | | | |
|---|---|---|---|---|
| | Less Than 12 Months | | 12 Months or Greater | |
| | Fair Value | Gross Unrealized Loss | Fair Value | Gross Unrealized Loss |
| | (in millions of dollars) | | | |
| United States Government and Government Agencies and Authorities | $ 47.3 | $ 2.5 | $ 205.0 | $ 17.5 |
| States, Municipalities, and Political Subdivisions | 303.1 | 15.7 | 1,814.7 | 518.2 |
| Foreign Governments | 122.7 | 10.9 | 301.0 | 162.2 |
| Public Utilities | 870.5 | 41.6 | 1,512.8 | 280.6 |
| Mortgage/Asset-Backed Securities[1] | 277.1 | 3.9 | 262.9 | 20.6 |
| All Other Corporate Bonds | 3,708.5 | 141.3 | 11,090.5 | 1,641.4 |
| Redeemable Preferred Stocks | — | — | 3.7 | 0.2 |
| **Total Fixed Maturity Securities** | $ 5,329.2 | $ 215.9 | $ 15,190.6 | $ 2,640.7 |

| | December 31, 2024 | | | |
|---|---|---|---|---|
| | Less Than 12 Months | | 12 Months or Greater | |
| | Fair Value | Gross Unrealized Loss | Fair Value | Gross Unrealized Loss |
| | (in millions of dollars) | | | |
| United States Government and Government Agencies and Authorities | $ 43.7 | $ 4.1 | $ 201.3 | $ 23.9 |
| States, Municipalities, and Political Subdivisions | 425.8 | 15.3 | 1,926.2 | 554.4 |
| Foreign Governments | 171.9 | 10.6 | 266.3 | 142.9 |
| Public Utilities | 1,281.7 | 48.4 | 1,549.5 | 316.0 |
| Mortgage/Asset-Backed Securities[1] | 199.9 | 8.9 | 285.9 | 28.3 |
| All Other Corporate Bonds | 4,904.4 | 182.5 | 12,209.3 | 1,978.3 |
| Redeemable Preferred Stocks | 3.9 | 0.1 | 3.7 | 0.3 |
| **Total Fixed Maturity Securities** | $ 7,031.3 | $ 269.9 | $ 16,442.2 | $ 3,044.1 |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

**Note 4 - Investments - Continued**

The following is a distribution of the maturity dates for fixed maturity securities. The maturity dates have not been adjusted for possible calls or prepayments.

| | June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | Amortized Cost, Net of ACL[1] | Unrealized Gain Position | | Unrealized Loss Position | |
| | | Gross Gain | Fair Value | Gross Loss | Fair Value |
| | (in millions of dollars) | | | | |
| 1 year or less | $ 1,648.6 | $ 4.9 | $ 538.8 | $ 7.0 | $ 1,107.7 |
| Over 1 year through 5 years | 7,564.7 | 168.9 | 3,880.3 | 121.2 | 3,732.1 |
| Over 5 years through 10 years | 8,173.7 | 292.3 | 4,194.4 | 419.2 | 3,852.4 |
| Over 10 years | 19,471.7 | 380.1 | 6,279.5 | 2,284.7 | 11,287.6 |
| | 36,858.7 | 846.2 | 14,893.0 | 2,832.1 | 19,979.8 |
| Mortgage/Asset-Backed Securities[2] | 1,110.8 | 6.9 | 553.2 | 24.5 | 540.0 |
| **Total Fixed Maturity Securities** | $ 37,969.5 | $ 853.1 | $ 15,446.2 | $ 2,856.6 | $ 20,519.8 |

| | December 31, 2024 | | | | |
|---|---|---|---|---|---|
| | Amortized Cost, Net of ACL[1] | Unrealized Gain Position | | Unrealized Loss Position | |
| | | Gross Gain | Fair Value | Gross Loss | Fair Value |
| | (in millions of dollars) | | | | |
| 1 year or less | $ 1,484.1 | $ 4.1 | $ 432.4 | $ 6.2 | $ 1,049.6 |
| Over 1 year through 5 years | 7,688.2 | 123.5 | 2,840.8 | 196.6 | 4,774.3 |
| Over 5 years through 10 years | 8,404.6 | 236.4 | 3,486.1 | 565.5 | 4,589.4 |
| Over 10 years | 19,740.8 | 307.8 | 4,965.7 | 2,508.5 | 12,574.4 |
| | 37,317.7 | 671.8 | 11,725.0 | 3,276.8 | 22,987.7 |
| Mortgage/Asset-Backed Securities[2] | 949.4 | 5.0 | 431.4 | 37.2 | 485.8 |
| **Total Fixed Maturity Securities** | $ 38,267.1 | $ 676.8 | $ 12,156.4 | $ 3,314.0 | $ 23,473.5 |

[1]Allowance for Credit Losses

[2]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

The following chart depicts an analysis of our fixed maturity security portfolio between investment-grade and below-investment-grade categories as of June 30, 2025:

| | | | Gross Unrealized Loss | |
|---|---|---|---|---|
| | Fair Value | Gross Unrealized Gain | Amount | Percent of Total Gross Unrealized Loss |
| | (in millions of dollars) | | | |
| Investment-Grade | $ 34,513.8 | $ 827.6 | $ 2,797.8 | 97.9 % |
| Below-Investment-Grade | 1,452.2 | 25.5 | 58.8 | 2.1 |
| **Total Fixed Maturity Securities** | $ 35,966.0 | $ 853.1 | $ 2,856.6 | 100.0 % |

The unrealized losses on investment-grade fixed maturity securities principally relate to changes in interest rates or changes in market or sector credit spreads which occurred subsequent to the acquisition of the securities. Below-investment-grade fixed maturity securities are generally more likely to develop credit concerns than investment-grade securities. At June 30, 2025, the unrealized losses in our below-investment-grade fixed maturity securities were generally due to credit spreads in certain industries or sectors and, to a lesser extent, credit concerns related to specific securities. For each specific security in an unrealized loss position, we believe that there are positive factors which mitigate credit concerns and that the securities for

**Note 4 - Investments - Continued**

which we have not recorded a credit loss will recover in value. We have the ability and intent to continue to hold these securities to recovery of amortized cost less allowance for credit losses.

As of June 30, 2025, we held 867 individual investment-grade fixed maturity securities and 55 individual below-investment-grade fixed maturity securities that were in an unrealized loss position, of which 756 investment-grade fixed maturity securities and 40 below-investment-grade fixed maturity securities had been in an unrealized loss position continuously for over one year.

In determining when a decline in fair value below amortized cost of a fixed maturity security represents a credit loss, we evaluate the following factors:

- Whether we expect to recover the entire amortized cost basis of the security
- Whether we intend to sell the security or will be required to sell the security before the recovery of its amortized cost basis
- Whether the security is current as to principal and interest payments
- The significance of the decline in value
- Current and future business prospects and trends of earnings
- The valuation of the security's underlying collateral
- Relevant industry conditions and trends relative to their historical cycles
- Market conditions
- Rating agency and governmental actions
- Bid and offering prices and the level of trading activity
- Adverse changes in estimated cash flows for securitized investments
- Changes in fair value subsequent to the balance sheet date
- Any other key measures for the related security

While determining whether a credit loss exists is a judgmental area, we utilize a formal, well-defined, and disciplined process to monitor and evaluate our fixed income investment portfolio, supported by issuer specific research and documentation as of the end of each period. The process results in a thorough evaluation of investments and the recording of credit losses on a timely basis for investments determined to have a credit loss. We calculate the allowance for credit losses of fixed maturity securities based on the present value of our best estimate of cash flows expected to be collected, discounted using the effective interest rate implicit in the security at the date of acquisition. When estimating future cash flows, we analyze the strength of the issuer’s balance sheet, its debt obligations and near-term funding arrangements, cash flow and liquidity, the profitability of its core businesses, the availability of marketable assets which could be sold to increase liquidity, its industry fundamentals and regulatory environment, and its access to capital markets.

**Note 4 - Investments - Continued**

The following tables present a rollforward of the allowance for credit losses on available-for-sale fixed maturity securities, which were classified as all other corporate bonds during the three and six months ended June 30, 2025.

| | Three Months Ended June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars) | |
| Balance, beginning of period | $ 3.8 | $ 2.2 |
| Credit losses on securities for which credit losses were not previously recorded | 9.6 | 2.6 |
| Change in allowance on securities with allowance recorded in previous period | 1.0 | 0.3 |
| Balance, end of period | $ 14.4 | $ 5.1 |

| | Six Months Ended June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars) | |
| Balance, beginning of period | $ 2.8 | $ 2.2 |
| Credit losses on securities for which credit losses were not previously recorded | 10.5 | 2.6 |
| Change in allowance on securities with allowance recorded in previous period | 1.1 | 0.3 |
| Balance, end of period | $ 14.4 | $ 5.1 |

At June 30, 2025, we had commitments of $98.1 million to fund private placement fixed maturity securities, the amount of which may or may not be funded.

***Variable Interest Entities***

We invest in variable interests issued by variable interest entities. These investments, which are passive in nature, include minority ownership interests in private equity partnerships, tax credit partnerships, and special purpose entities. Our maximum exposure to loss is limited to the carrying value of these investments in private equity partnerships, tax credit partnerships, and special purpose entities. For those variable interests that are not consolidated in our financial statements, we are not the primary beneficiary because we have neither the power to direct the activities that are most significant to economic performance nor the responsibility to absorb a majority of the expected losses. The determination of whether we are the primary beneficiary is performed at the time of our initial investment and at the date of each subsequent reporting period.

As of June 30, 2025, the carrying amount of our variable interest entity investments that are not consolidated in our financial statements was $1,451.1 million, comprised of $0.2 million of tax credit partnerships and $1,450.9 million of private equity partnerships. At December 31, 2024, the carrying amount of our variable interest entity investments that are not consolidated in our financial statements was $1,450.8 million, comprised of $0.2 million of tax credit partnerships and $1,450.6 million of private equity partnerships. These variable interest entity investments are reported as other long-term investments in our consolidated balance sheets.

***Mortgage Loans***

Our mortgage loan portfolio is well diversified by both geographic region and property type to reduce risk of concentration. All of our mortgage loans are collateralized by commercial real estate. When issuing a new loan, our general policy is not to exceed a loan-to-value ratio, or the ratio of the loan balance to the estimated fair value of the underlying collateral, of 75 percent. We update the loan-to-value ratios based on internal valuation of the collateral at least every three years for each loan, and properties undergo a general inspection at least every two years. Our general policy for newly issued loans is to have a debt service coverage ratio greater than 1.25 times on a normalized 25 year amortization period. We update our debt service coverage ratios annually.

**Note 4 - Investments - Continued**

We carry our mortgage loans at amortized cost less an allowance for expected credit losses. The amortized cost of our mortgage loans was $2,188.1 million and $2,240.6 million at June 30, 2025 and December 31, 2024, respectively. The allowance for expected credit losses was $15.6 million and $16.1 million at June 30, 2025 and December 31, 2024, respectively. Interest income is accrued on the principal amount of the loan based on the loan's contractual interest rate. We report accrued interest income for our mortgage loans as accrued investment income on our consolidated balance sheets, and the amount of the accrued income was $6.7 million and $7.0 million at June 30, 2025 and December 31, 2024, respectively.

The carrying amount of mortgage loans by property type and geographic region are presented below.

| | June 30, 2025 | | December 31, 2024 | |
|---|---|---|---|---|
| | (in millions of dollars) | | | |
| | Carrying Amount | Percent of Total | Carrying Amount | Percent of Total |
| **Property Type** | | | | |
| Apartment | $ 662.2 | 30.5 % | $ 658.2 | 29.6 % |
| Industrial | 667.3 | 30.7 | 690.4 | 31.0 |
| Office | 325.3 | 15.0 | 338.4 | 15.2 |
| Retail | 477.2 | 21.9 | 496.2 | 22.3 |
| Other | 40.5 | 1.9 | 41.3 | 1.9 |
| **Total** | $ 2,172.5 | 100.0 % | $ 2,224.5 | 100.0 % |
| | | | | |
| **Region** | | | | |
| New England | $ 51.3 | 2.4 % | $ 52.6 | 2.4 % |
| Mid-Atlantic | 163.6 | 7.5 | 167.2 | 7.5 |
| East North Central | 277.5 | 12.8 | 297.2 | 13.4 |
| West North Central | 147.8 | 6.8 | 151.1 | 6.8 |
| South Atlantic | 525.0 | 24.1 | 532.5 | 23.9 |
| East South Central | 87.4 | 4.0 | 95.1 | 4.3 |
| West South Central | 186.7 | 8.6 | 193.6 | 8.7 |
| Mountain | 284.0 | 13.1 | 278.7 | 12.5 |
| Pacific | 449.2 | 20.7 | 456.5 | 20.5 |
| **Total** | $ 2,172.5 | 100.0 % | $ 2,224.5 | 100.0 % |

The risk in our mortgage loan portfolio is primarily related to vacancy rates. Events or developments, such as economic conditions that impact the ability of the borrowers to ensure occupancy of the property, may have a negative effect on our mortgage loan portfolio, particularly to the extent that our portfolio is concentrated in an affected region or property type. An increase in vacancies increases the probability of default, which would negatively affect our expected losses in our mortgage loan portfolio.

**Note 4 - Investments - Continued**

We evaluate each of our mortgage loans individually for impairment and assign an internal quality rating based on a comprehensive rating system used to evaluate the risk of the loan. The factors we use to derive our internal quality ratings may include the following:

- Loan-to-value ratio based on internal valuation of the property
- Debt service coverage ratio based on current operating income
- Property location, including regional economics, trends, and demographics
- Age, condition, and construction quality of property
- Current and historical occupancy of property
- Lease terms relative to market
- Tenant size and financial strength
- Borrower's financial strength
- Borrower's equity in transaction
- Additional collateral, if any

Although all available and applicable factors are considered in our analysis, loan-to-value and debt service coverage ratios are the most critical factors in determining whether we will initially issue the loan and also in assigning values and determining impairment. We assign an overall rating to each loan using an internal rating scale of AA (highest quality) to B (lowest quality). We review and adjust, as needed, our internal quality ratings on an annual basis. This review process is performed more frequently for mortgage loans deemed to have a higher risk of delinquency.

We estimate an allowance for credit losses that we expect to incur over the life of our mortgage loans using a probability of default method. For each loan, we estimate the probability that the loan will default before its maturity (probability of default) and the amount of the loss if the loan defaults (loss given default). These two factors result in an expected loss percentage that is applied to the amortized cost of each loan to determine the expected credit loss. As we are the original underwriter of the mortgage loans, the amortized cost generally equals the principal amount of the loan. We measure losses on defaults of our mortgage loans as the excess amortized cost of the mortgage loan over the fair value of the underlying collateral in the event that we foreclose on the loan or over the expected future cash flows of the loan if we retain the mortgage loan until payoff. We do not purchase mortgage loans with existing credit impairments.

In estimating the probability of default, we consider historical experience, current market conditions, and reasonable and supportable forecasts about the future market conditions. We utilize our historical loan experience in combination with a large third-party industry database for a period of time that aligns with the average life of our loans based on the maturity dates of the loans and prepayment experience. Our model utilizes an industry database of the historical loss experience based on our actual portfolio characteristics such as loan-to-value, debt service coverage, collateral type, geography, and late payment history. In addition, because we actively manage our portfolio, we may extend the term of a loan in certain situations and will accordingly extend the maturity date in the estimate of probability of default. In estimating the loss given default, we primarily consider the type and value of collateral and secondarily the expected liquidation costs and time to recovery.

The primary market factors that we consider in our forecast of future market conditions are gross domestic product, unemployment rates, interest rates, inflation, commercial real estate values, household formation, and retail sales. We also forecast certain loan specific factors such as growth in the fair value and net operating income of collateral by property type. We include our estimate of these factors over a two-year period and for the remainder of the loans' estimated lives, adjusted for estimated prepayments. Past the two-year forecast period, we revert to the historical assumptions ratably by the end of the fifth year of the loan after which we utilize only historical assumptions.

We utilize various scenarios to estimate our allowance for expected losses ranging from a base case scenario that reflects normal market conditions to a severe case scenario that reflects adverse market conditions. We will adjust our allowance each period to utilize the scenario or weighting of the scenarios that best reflects our view of current market conditions.

**Note 4 - Investments - Continued**

The following tables present information about mortgage loans by the applicable internal quality indicators:

| | June 30, 2025 | | December 31, 2024 | |
|---|---|---|---|---|
| | (in millions of dollars) | | | |
| | Carrying Amount | Percent of Total | Carrying Amount | Percent of Total |
| **Internal Mortgage Rating** | | | | |
| AA | $ 95.2 | 4.4 % | $ 117.8 | 5.3 % |
| A | 1,073.9 | 49.4 | 1,099.1 | 49.4 |
| BBB | 885.9 | 40.8 | 915.5 | 41.2 |
| BB | 101.4 | 4.7 | 85.0 | 3.8 |
| B | 16.1 | 0.7 | 7.1 | 0.3 |
| **Total** | $ 2,172.5 | 100.0 % | $ 2,224.5 | 100.0 % |
| | | | | |
| **Loan-to-Value Ratio**[1] | | | | |
| <= 65% | $ 1,612.3 | 74.2 % | $ 1,639.6 | 73.8 % |
| > 65% <= 75% | 327.5 | 15.1 | 367.6 | 16.5 |
| > 75% <= 85% | 169.1 | 7.8 | 152.3 | 6.8 |
| > 85% | 63.6 | 2.9 | 65.0 | 2.9 |
| **Total** | $ 2,172.5 | 100.0 % | $ 2,224.5 | 100.0 % |

[1]Loan-to-Value Ratio utilizes the most recent internal valuation of the property

**Note 4 - Investments - Continued**

The following tables present the amortized cost of our mortgage loans by year of origination and internal quality indicators at June 30, 2025 and December 31, 2024, respectively:

| | June 30, 2025 | | | | | | |
|---|---|---|---|---|---|---|---|
| | Prior to 2021 | 2021 | 2022 | 2023 | 2024 | 2025 | Total |
| | (in millions of dollars) | | | | | | |
| **Internal Mortgage Rating** | | | | | | | |
| AA | $ 89.0 | $ 6.2 | $ — | $ — | $ — | $ — | $ 95.2 |
| A | 820.1 | 166.7 | 24.1 | 9.5 | 6.5 | 49.1 | 1,076.0 |
| BBB | 554.6 | 153.1 | 62.5 | 57.0 | 39.6 | 23.4 | 890.2 |
| BB | 103.3 | — | — | — | — | — | 103.3 |
| B | 23.4 | — | — | — | — | — | 23.4 |
| **Total Amortized Cost** | 1,590.4 | 326.0 | 86.6 | 66.5 | 46.1 | 72.5 | 2,188.1 |
| Allowance for credit losses | (13.7) | (0.9) | (0.3) | (0.3) | (0.2) | (0.2) | (15.6) |
| **Carrying Amount** | $ 1,576.7 | $ 325.1 | $ 86.3 | $ 66.2 | $ 45.9 | $ 72.3 | $ 2,172.5 |
| | | | | | | | |
| **Loan-to-Value Ratio**[1] | | | | | | | |
| <=65% | $ 1,261.9 | $ 209.0 | $ 40.1 | $ 38.6 | $ 11.7 | $ 54.8 | $ 1,616.1 |
| >65<=75% | 158.2 | 44.3 | 46.5 | 27.9 | 34.4 | 17.7 | 329.0 |
| >75%<=85% | 108.3 | 61.9 | — | — | — | — | 170.2 |
| >85% | 62.0 | 10.8 | — | — | — | — | 72.8 |
| **Total Amortized Cost** | 1,590.4 | 326.0 | 86.6 | 66.5 | 46.1 | 72.5 | 2,188.1 |
| Allowance for credit losses | (13.7) | (0.9) | (0.3) | (0.3) | (0.2) | (0.2) | (15.6) |
| **Carrying Amount** | $ 1,576.7 | $ 325.1 | $ 86.3 | $ 66.2 | $ 45.9 | $ 72.3 | $ 2,172.5 |

[1]Loan-to-Value Ratio utilizes the most recent internal valuation of the property

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 4 - Investments - Continued**

| | December 31, 2024 | | | | | | |
|---|---|---|---|---|---|---|---|
| | Prior to 2020 | 2020 | 2021 | 2022 | 2023 | 2024 | Total |
| | (in millions of dollars) | | | | | | |
| **Internal Mortgage Rating** | | | | | | | |
| AA | $ 111.5 | $ — | $ 6.4 | $ — | $ — | $ — | $ 117.9 |
| A | 780.5 | 99.6 | 169.1 | 24.6 | 9.5 | 18.0 | 1,101.3 |
| BBB | 561.7 | 55.1 | 155.1 | 63.0 | 57.3 | 28.2 | 920.4 |
| BB | 86.8 | — | — | — | — | — | 86.8 |
| B | 14.2 | — | — | — | — | — | 14.2 |
| **Total Amortized Cost** | 1,554.7 | 154.7 | 330.6 | 87.6 | 66.8 | 46.2 | 2,240.6 |
| Allowance for credit losses | (13.7) | (0.5) | (1.0) | (0.3) | (0.4) | (0.2) | (16.1) |
| **Carrying Amount** | $ 1,541.0 | $ 154.2 | $ 329.6 | $ 87.3 | $ 66.4 | $ 46.0 | $ 2,224.5 |
| | | | | | | | |
| **Loan-to-Value Ratio**[1] | | | | | | | |
| <=65% | $ 1,229.6 | $ 112.9 | $ 210.0 | $ 40.8 | $ 38.7 | $ 11.7 | $ 1,643.7 |
| >65<=75% | 154.1 | 33.7 | 72.1 | 46.8 | 28.1 | 34.5 | 369.3 |
| >75%<=85% | 126.4 | 8.1 | 20.1 | — | — | — | 154.6 |
| >85% | 44.6 | — | 28.4 | — | — | — | 73.0 |
| **Total Amortized Cost** | 1,554.7 | 154.7 | 330.6 | 87.6 | 66.8 | 46.2 | 2,240.6 |
| Allowance for credit losses | (13.7) | (0.5) | (1.0) | (0.3) | (0.4) | (0.2) | (16.1) |
| **Carrying Amount** | $ 1,541.0 | $ 154.2 | $ 329.6 | $ 87.3 | $ 66.4 | $ 46.0 | $ 2,224.5 |

[1]Loan-to-Value Ratio utilizes the most recent internal valuation of the property

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 4 - Investments - Continued**

The following tables present a roll-forward of the allowance for expected credit losses by loan-to-value ratio for the three and six months ended June 30, 2025 and 2024:

| | Three Months Ended June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | Beginning of Period | Current Period Provisions | Write-Offs | Recoveries | End of Period |
| | (in millions of dollars) | | | | |
| **Loan-to-Value Ratio**[1] | | | | | |
| <=65% | $ 3.8 | $ — | $ — | $ — | $ 3.8 |
| >65<=75% | 1.7 | (0.2) | — | — | 1.5 |
| >75%<=85% | 3.1 | (2.0) | — | — | 1.1 |
| >85% | 8.0 | 1.2 | — | — | 9.2 |
| **Total** | $ 16.6 | $ (1.0) | $ — | $ — | $ 15.6 |

| | Three Months Ended June 30, 2024 | | | | |
|---|---|---|---|---|---|
| | Beginning of Period | Current Period Provisions | Write-Offs | Recoveries | End of Period |
| | (in millions of dollars) | | | | |
| **Loan-to-Value Ratio**[1] | | | | | |
| <=65% | $ 3.6 | $ 0.1 | $ — | $ — | $ 3.7 |
| >65<=75% | 3.4 | (0.1) | — | — | 3.3 |
| >75%<=85% | 1.2 | 0.5 | — | — | 1.7 |
| >85% | 2.5 | 0.9 | — | — | 3.4 |
| **Total** | $ 10.7 | $ 1.4 | $ — | $ — | $ 12.1 |

| | Six Months Ended June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | Beginning of Year | Current Period Provisions | Write-Offs | Recoveries | End of Period |
| | (in millions of dollars) | | | | |
| **Loan-to-Value Ratio**[1] | | | | | |
| <=65% | $ 4.2 | $ (0.4) | $ — | $ — | $ 3.8 |
| >65<=75% | 1.7 | (0.2) | — | — | 1.5 |
| >75%<=85% | 2.2 | (1.1) | — | — | 1.1 |
| >85% | 8.0 | 1.2 | — | — | 9.2 |
| **Total** | $ 16.1 | $ (0.5) | $ — | $ — | $ 15.6 |

| | Six Months Ended June 30, 2024 | | | | |
|---|---|---|---|---|---|
| | Beginning of Year | Current Period Provisions | Write-Offs | Recoveries | End of Period |
| | (in millions of dollars) | | | | |
| **Loan-to-Value Ratio**[1] | | | | | |
| <=65% | $ 3.8 | $ (0.1) | $ — | $ — | $ 3.7 |
| >65<=75% | 3.8 | (0.5) | — | — | 3.3 |
| >75%<=85% | 1.2 | 0.5 | — | — | 1.7 |
| >85% | 1.4 | 2.0 | — | — | 3.4 |
| **Total** | $ 10.2 | $ 1.9 | $ — | $ — | $ 12.1 |

[1]Loan-to-Value Ratio utilizes the most recent internal valuation of the property

**Note 4 - Investments - Continued**

During the three months ended June 30, 2025, no commercial mortgage loans had been modified for borrowers experiencing financial difficulties. During the six months ended June 30, 2025, we granted an other-than-insignificant payment delay for a commercial mortgage loan with an amortized cost of $14.2 million, which deferred the principal payment for 24 months. This modification represents less than one percent of the commercial mortgage loan portfolio balance. During the three and six months ended June 30, 2025, all commercial loans which were previously modified for borrowers experiencing financial difficulties were current. During the three and six months ended June 30, 2024, no commercial mortgage loans had been modified for borrowers experiencing financial difficulties. During the three and six months ended June 30, 2024, all commercial mortgage loans which were previously modified for borrowers experiencing financial difficulties were current.

At both June 30, 2025 and December 31, 2024, we had one specifically identified impaired mortgage loan with a carrying value of $9.2 million that was past due regarding principal and interest payments.

As of June 30, 2025 and December 31, 2024, we had no commercial mortgage loan foreclosures.

At June 30, 2025, we had no commitments to fund commercial mortgage loans. Consistent with how we determine the estimate of current expected credit losses for our funded mortgage loans each period, we estimate expected credit losses for loans that have not been funded but we are committed to fund at the end of each period. At June 30, 2025, we had no expected credit losses related to unfunded commitments on our consolidated balance sheets. At December 31, 2024, we had $0.1 million expected credit losses related to unfunded commitments on our consolidated balance sheets.

***Investment Real Estate***

Our real estate held for the production of income balance was $43.9 million and $59.5 million at June 30, 2025 and December 31, 2024, respectively, and the associated accumulated depreciation was $127.9 million and $129.7 million at June 30, 2025 and December 31, 2024, respectively. We monitor and assess our real estate investments for impairment when facts and circumstances indicate that the real estate may be impaired.

Our held for sale real estate balance was $51.4 million and $41.9 million at June 30, 2025 and December 31, 2024 and the associated accumulated depreciation was $61.6 million and $57.5 million at June 30, 2025 and December 31, 2024, respectively. During the three months ended June 30, 2025, we classified a property previously held for the production of income to held for sale. As of June 30, 2025, the property had a cost of $13.6 million and $4.1 million of accumulated depreciation. The estimated fair values less costs to sell are above the carrying values of the properties and we expect to close the sales of the properties within the next twelve months.

***Transfers of Financial Assets***

To manage our cash position more efficiently, we may enter into repurchase agreements with unaffiliated financial institutions. We generally use repurchase agreements as a means to finance the purchase of invested assets or for short-term general business purposes until projected cash flows become available from our operations or existing investments. Our repurchase agreements are typically outstanding for less than 30 days. We post collateral through our repurchase agreement transactions whereby the counterparty commits to purchase securities with the agreement to resell them to us at a later, specified date. The fair value of collateral posted is generally 102 percent of the cash received.

Our investment policy also permits us to lend fixed maturity securities to unaffiliated financial institutions in short-term securities lending agreements. These agreements increase our investment income with minimal risk. Our securities lending policy requires that a minimum of 102 percent of the fair value of the securities loaned be maintained as collateral. We may receive cash and/or securities as collateral under these agreements. Cash received as collateral is typically reinvested in short-term investments. If securities are received as collateral, we are not permitted to sell or re-post them.

As of June 30, 2025, the carrying amount of fixed maturity securities loaned to third parties under our securities lending program was $65.4 million, for which we received collateral in the form of cash and securities of $27.1 million and $41.2 million, respectively. As of December 31, 2024, the carrying amount of fixed maturity securities loaned to third parties under our securities lending program was $94.0 million, for which we received collateral in the form of cash and securities of $62.7 million and $34.8 million, respectively. We had no outstanding repurchase agreements at June 30, 2025 or December 31, 2024.

**Note 4 - Investments - Continued**

The remaining contractual maturities of our securities lending agreements disaggregated by class of collateral pledged are as follows:

| | June 30, 2025 | December 31, 2024 |
|---|---|---|
| | Overnight and Continuous | |
| | (in millions of dollars) | |
| Borrowings | | |
| Public Utilities | $ 0.6 | $ 5.2 |
| Short Term Investments | — | 1.0 |
| All Other Corporate Bonds | 26.5 | 56.5 |
| Total Borrowings | 27.1 | 62.7 |
| Gross Amount of Recognized Liability for Securities Lending Transactions | 27.1 | 62.7 |
| Amounts Related to Agreements Not Included in Offsetting Disclosure Contained Herein | $ — | $ — |

Certain of our U.S. insurance subsidiaries are members of regional FHLBs. As members of the FHLBs, our insurance subsidiaries have the ability to borrow on a collateralized basis from the FHLBs. Each member is required to hold a certain minimum amount of FHLB common stock as a condition of membership and additional amounts based on the amount of the borrowings. Advances received from the FHLB are primarily used for the purchase of short-term investments, matched fixed maturity securities, or matched commercial mortgage loans. The carrying value of common stock owned, collateral posted, and advances received are as follows:

| | June 30, 2025 | December 31, 2024 |
|---|---|---|
| | (in millions of dollars) | |
| Carrying Value of FHLB Common Stock | $ 35.2 | $ 26.7 |
| Advances from FHLB | 525.5 | 324.2 |
| | | |
| Carrying Value of Collateral Posted to FHLB | | |
| Fixed Maturity Securities | $ 759.2 | $ 553.6 |
| Commercial Mortgage Loans | 1,196.9 | 908.2 |
| Total Carrying Value of Collateral Posted to FHLB | $ 1,956.1 | $ 1,461.8 |

***Offsetting of Financial Instruments***

We enter into master netting agreements with each of our derivative's counterparties. These agreements provide for conditional rights of set-off upon the occurrence of an early termination event. An early termination event is considered a default, and it allows the non-defaulting party to offset its contracts in a loss position against any gain positions or payments due to the defaulting party. Under our agreements, default type events are defined as failure to pay or deliver as contractually agreed, misrepresentation, bankruptcy, or merger without assumption. See Note 5 for further discussion of collateral related to our derivative contracts.

We have securities lending agreements with unaffiliated financial institutions that post collateral to us in return for the use of our fixed maturity securities. A right of set-off exists that allows us to keep and apply collateral received in the event of default by the counterparty. Default within a securities lending agreement would typically occur if the counterparty failed to return the securities borrowed from us as contractually agreed. In addition, if we default by not returning collateral received, the counterparty has a right of set-off against our securities or any other amounts due to us.

**Note 4 - Investments - Continued**

Shown below are our financial instruments that either meet the accounting requirements that allow them to be offset in our balance sheets or that are subject to an enforceable master netting arrangement or similar agreement. Our accounting policy is to not offset these financial instruments in our balance sheets. Net amounts disclosed below have been reduced by the amount of collateral pledged to or received from our counterparties.

| | June 30, 2025 | | | | | |
|---|---|---|---|---|---|---|
| | Gross Amount of Recognized Financial Instruments | Gross Amount Offset in Balance Sheet | Net Amount Presented in Balance Sheet | Gross Amount Not Offset in Balance Sheet | | Net Amount |
| | | | | Financial Instruments | Cash Collateral | |
| | (in millions of dollars) | | | | | |
| **Financial Assets:** | | | | | | |
| Derivatives | $ 43.8 | $ — | $ 43.8 | $ (43.6) | $ — | $ 0.2 |
| Securities Lending | 65.4 | — | 65.4 | (38.3) | (27.1) | — |
| **Total** | $ 109.2 | $ — | $ 109.2 | $ (81.9) | $ (27.1) | $ 0.2 |
| | | | | | | |
| **Financial Liabilities:** | | | | | | |
| Derivatives | $ 286.5 | $ — | $ 286.5 | $ (285.8) | $ — | $ 0.7 |
| Securities Lending | 27.1 | — | 27.1 | (27.1) | — | — |
| **Total** | $ 313.6 | $ — | $ 313.6 | $ (312.9) | $ — | $ 0.7 |

| | December 31, 2024 | | | | | |
|---|---|---|---|---|---|---|
| | Gross Amount of Recognized Financial Instruments | Gross Amount Offset in Balance Sheet | Net Amount Presented in Balance Sheet | Gross Amount Not Offset in Balance Sheet | | Net Amount |
| | | | | Financial Instruments | Cash Collateral | |
| | (in millions of dollars) | | | | | |
| **Financial Assets:** | | | | | | |
| Derivatives | $ 79.4 | $ — | $ 79.4 | $ (75.7) | $ (3.2) | $ 0.5 |
| Securities Lending | 94.0 | — | 94.0 | (31.3) | (62.7) | — |
| **Total** | $ 173.4 | $ — | $ 173.4 | $ (107.0) | $ (65.9) | $ 0.5 |
| | | | | | | |
| **Financial Liabilities:** | | | | | | |
| Derivatives | $ 255.7 | $ — | $ 255.7 | $ (254.3) | $ — | $ 1.4 |
| Securities Lending | 62.7 | — | 62.7 | (62.7) | — | — |
| **Total** | $ 318.4 | $ — | $ 318.4 | $ (317.0) | $ — | $ 1.4 |

**Note 4 - Investments - Continued**

***Net Investment Income***

Net investment income reported in our consolidated statements of income is presented below.

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| Fixed Maturity Securities | $ 477.8 | $ 469.2 | $ 941.1 | $ 923.1 |
| Derivatives | 6.1 | 8.7 | 1.9 | 16.9 |
| Mortgage Loans | 21.9 | 22.1 | 43.7 | 44.6 |
| Policy Loans | 5.7 | 5.2 | 10.9 | 10.6 |
| Other Long-term Investments | | | | |
| Perpetual Preferred Securities | — | 0.1 | 0.8 | 0.3 |
| Private Equity Partnerships[1] | 25.3 | 32.7 | 43.6 | 53.0 |
| Other | 14.9 | 2.4 | 19.2 | 5.1 |
| Short-term Investments | 33.1 | 21.8 | 61.1 | 41.7 |
| Gross Investment Income | 584.8 | 562.2 | 1,122.3 | 1,095.3 |
| Less Investment Expenses | 21.3 | 14.2 | 42.7 | 30.8 |
| Less Investment Income on Participation Fund Account Assets | 2.8 | 2.9 | 5.7 | 5.9 |
| **Net Investment Income** | $ 560.7 | $ 545.1 | $ 1,073.9 | $ 1,058.6 |

[1]The net unrealized gain recognized in net investment income for the three and six months ended June 30, 2025 related to private equity partnerships still held at June 30, 2025 was $31.2 million and $57.6 million, respectively, reduced by net management fees and partnership expenses of $(5.9) million and $(14.0) million, respectively. The net unrealized gain recognized in net investment income for the three and six months ended June 30, 2024 related to private equity partnerships still held at June 30, 2024 was $37.3 million and $62.3 million, respectively, reduced by net management fees and partnership expenses of $(4.6) million and $(9.3) million, respectively. See Note 3 for further discussion of private equity partnerships.

**Note 4 - Investments - Continued**

***Investment Gain and Loss***

Investment gains and losses are as follows:

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| Fixed Maturity Securities | | | | |
| Gross Gains on Sales | $ 1.2 | $ — | $ 1.8 | $ — |
| Gross Losses on Sales[1] | (14.7) | (5.4) | (60.0) | (21.2) |
| Impairment Loss[2] | (8.5) | (1.2) | (160.9) | (1.2) |
| Change in Allowance for Credit Losses | (10.6) | (2.9) | (11.6) | (2.9) |
| Mortgage Loans and Other Invested Assets | | | | |
| Gross Gains on Sales | 7.4 | — | 7.4 | — |
| Gross Losses on Sales | (0.4) | — | (0.4) | — |
| Impairment Loss | — | — | (3.8) | — |
| Change in Allowance for Credit Losses | 0.9 | (1.4) | 0.5 | (1.9) |
| Embedded Derivative in Modified Coinsurance Arrangement | 1.0 | 0.8 | (0.9) | 6.9 |
| All Other Derivatives | 2.1 | 0.4 | (3.2) | 2.0 |
| Foreign Currency Transactions | 3.9 | (0.7) | 6.6 | (2.6) |
| Other | — | — | — | 9.3 |
| **Net Investment Loss** | $ (17.7) | $ (10.4) | $ (224.5) | $ (11.6) |

[1]During the six months ended June 30, 2025, we recognized a $23.5 million net loss on sales of fixed maturity securities related to an anticipated reinsurance transaction and a $19.1 million loss on sales of fixed maturity securities related to the funding of an extraordinary dividend from a wholly owned insurance subsidiary to Unum Group.
[2]During the three and six months ended June 30, 2025, we recognized impairment losses of $8.5 million and $160.9 million, respectively, based on the intent to dispose of fixed maturity securities related to an anticipated reinsurance transaction.

**Note 5 - Derivative Financial Instruments**

***Purpose of Derivatives***

We are exposed to certain risks relating to our ongoing business operations. The primary risks managed by using derivative instruments are interest rate risk, risk related to matching duration for our assets and liabilities, foreign currency risk, credit risk, and equity risk. Historically, we have utilized current and forward interest rate swaps, current and forward currency swaps, forward benchmark interest rate locks, currency forward contracts, forward contracts on specific fixed income securities, and total return swaps. Transactions hedging interest rate risk are primarily associated with our individual and group long-term care and individual and group disability products. All other product portfolios are periodically reviewed to determine if hedging strategies would be appropriate for risk management purposes. We do not use derivative financial instruments for speculative purposes.

Derivatives designated as cash flow hedges and used to reduce our exposure to interest rate and duration risk are as follows:

- *Interest rate swaps* were used to hedge interest rate risks and to improve the matching of assets and liabilities. An interest rate swap is an agreement in which we agree with other parties to exchange, at specified intervals, the difference between fixed rate and variable rate interest amounts. We used interest rate swaps to hedge the anticipated purchase of fixed maturity securities thereby protecting us from the potential adverse impact of declining interest rates on the associated policy reserves. We also used interest rate swaps to hedge the potential adverse impact of rising interest rates in anticipation of issuing fixed rate long-term debt.

**Note 5 - Derivative Financial Instruments - Continued**

- *Forward benchmark interest rate locks* are used to minimize interest rate risk associated with the anticipated purchase or associated future coupons of fixed maturity securities or the anticipated issuance of fixed rate long-term debt. A forward benchmark interest rate lock is a derivative contract without an initial investment where we and the counterparty agree to purchase or sell a specific benchmark interest rate fixed maturity bond at a future date at a predetermined price or yield.

Derivatives designated as either cash flow or fair value hedges and used to reduce our exposure to foreign currency risk are as follows:

- *Foreign currency interest rate swaps* are used to hedge the currency risk of certain foreign currency-denominated fixed maturity securities owned for portfolio diversification. Under these swap agreements, we agree to pay, at specified intervals, fixed rate foreign currency-denominated principal and interest payments in exchange for fixed rate payments in the functional currency of the operating segment.

Derivatives not designated as hedging instruments, which are used to reduce our exposure to foreign currency risk, volatility of the underlying deferred assets in our non-qualified defined contribution plan, and credit risk are as follows:

- *Foreign currency interest rate swaps* previously designated as hedges were used to hedge the currency risk of certain foreign currency-denominated fixed maturity securities owned for portfolio diversification. These derivatives were effective hedges prior to novation to a new counterparty. In conjunction with the novation, these derivatives were de-designated as hedges. We agree to pay, at specified intervals, fixed rate foreign currency-denominated principal and interest payments in exchange for fixed rate payments in the functional currency of the operating segment. We hold offsetting swaps wherein we agree to pay fixed rate principal and interest payments in the functional currency of the operating segment in exchange for fixed rate foreign currency-denominated payments.

- *Foreign currency forward* contracts are used to minimize foreign currency risk. A foreign currency forward is a derivative without an initial investment where we and the counterparty agree to exchange a specific amount of currencies, at a specific exchange rate, on a specific date. We use these forward contracts to hedge the currency risk arising from foreign-currency denominated investments.

- *Total Return Swap*s are used to economically hedge a portion of the liability related to our non-qualified defined contribution plan and hedge the economic risk from credit spreads and interest rate duration related to certain cash and cash equivalent amounts. A total return swap is an agreement in which we pay a floating rate of interest to the counterparty and receive the total return on a portfolio of mutual funds and/or exchange traded funds. The swaps are cash settled on the last day of every month and the notional is re-established each month based on plan participant actions or cash settled at maturity.

**Note 5 - Derivative Financial Instruments - Continued**

***Derivative Risks***

The basic types of risks associated with derivatives are market risk (that the value of the derivative will be adversely impacted by changes in the market, primarily changes in interest rates, exchange rates, and equity prices) and credit risk (that the counterparty will not perform according to the terms of the contract). The market risk of the derivatives should generally offset the market risk associated with the hedged financial instrument or liability. To help limit the credit exposure of the derivatives, we enter into master netting agreements with our counterparties whereby contracts in a gain position can be offset against contracts in a loss position. We also typically enter into bilateral, cross-collateralization agreements with our counterparties to help limit the credit exposure of the derivatives. These agreements require the counterparty in a loss position to submit acceptable collateral with the other counterparty in the event the net loss position meets or exceeds an agreed upon amount. Credit exposure on derivatives is limited to the value of those contracts in a net gain position, including accrued interest receivable less collateral held. At June 30, 2025 and December 31, 2024, we had $0.2 million and $0.5 million credit exposure on derivatives, respectively. The table below summarizes the nature and amount of collateral received from and posted to our derivative counterparties.

| | June 30, 2025 | December 31, 2024 |
|---|---|---|
| | (in millions of dollars) | |
| Carrying Value of Collateral Received from Counterparties | | |
| Cash | $ — | $ 3.6 |
| Fixed Maturity Securities | — | 8.4 |
| | $ — | $ 12.0 |
| Carrying Value of Collateral Posted to Counterparties | | |
| Cash | $ — | $ 4.0 |
| Fixed Maturity Securities | 285.0 | 196.7 |
| | $ 285.0 | $ 200.7 |

See Note 4 for further discussion of our master netting agreements.

All of our derivative instruments contain provisions that require us to maintain specified issuer credit ratings and financial strength ratings. Should our ratings fall below these specified levels, we would be in violation of the provisions, and our derivatives counterparties could terminate our contracts and request immediate payment. The aggregate fair value of all derivative instruments with credit risk-related contingent features that were in a liability position was $286.5 million and $255.7 million at June 30, 2025 and December 31, 2024, respectively.

***Cash Flow Hedges***

As of June 30, 2025 and December 31, 2024, we had $136.3 million and $139.1 million, respectively, notional amount of receive fixed, pay fixed, open current and forward foreign currency interest rate swaps to hedge fixed income foreign currency-denominated securities.

As of June 30, 2025 and December 31, 2024, we had $2,597.0 million and $2,570.0 million, respectively, notional amount of forward benchmark interest rate locks to hedge the anticipated purchase of fixed maturity securities.

As of June 30, 2025, we expect to amortize approximately $5.2 million of net deferred gains on derivative instruments during the next twelve months. This amount will be reclassified from AOCI into earnings and reported on the same income statement line item as the hedged item. The income statement line items that will be affected by this amortization are net investment income and interest and debt expense. Additional amounts that may be reclassified from AOCI into earnings to offset the earnings impact of foreign currency translation of hedged items are not estimable.

As of June 30, 2025, we are hedging the variability of future cash flows associated with forecasted transactions through the year 2053.

**Note 5 - Derivative Financial Instruments - Continued**

***Fair Value Hedges***

As of June 30, 2025 and December 31, 2024, we had $769.5 million and $736.4 million, respectively, notional amount of receive fixed, pay fixed, open current and forward foreign currency interest rate swaps to hedge fixed income foreign currency-denominated securities.

The following table summarizes the amortized cost, carrying amount of hedged assets and the related cumulative basis adjustments related to our fair value hedges:

| | June 30, 2025 (in millions of dollars) | | |
|---|---|---|---|
| | Amortized Cost of Hedged Assets | Carrying Amount of Hedged Assets | Cumulative Amount of Fair Value Hedging Adjustment Included in the Carrying Amount of the Hedged Assets |
| Fixed maturity securities: | | | |
| Receive fixed functional currency interest, pay fixed foreign currency interest | $ 772.7 | $ 668.4 | $ 25.8 |

| | December 31, 2024 (in millions of dollars) | | |
|---|---|---|---|
| | Amortized Cost of Hedged Assets | Carrying Amount of Hedged Assets | Cumulative Amount of Fair Value Hedging Adjustment Included in the Carrying Amount of the Hedged Assets |
| Fixed maturity securities: | | | |
| Receive fixed functional currency interest, pay fixed foreign currency interest | $ 648.4 | $ 551.0 | $ (46.3) |

For the three and six months ended June 30, 2025, $(2.3) million and $24.9 million, respectively, of the derivative instruments' gain (loss) related to cross-currency basis spread and forward points was excluded from the assessment of hedge effectiveness. For the three and six months ended June 30, 2024, $11.2 million and $1.3 million, respectively, of the derivative instruments' gain (loss) related to cross-currency basis spread and forward points was excluded from the assessment of hedge effectiveness. There were no instances wherein we discontinued fair value hedge accounting due to a hedged firm commitment no longer qualifying as a fair value hedge.

***Derivatives not Designated as Hedging Instruments***

As of June 30, 2025 and December 31, 2024, we held $125.9 million notional amount of receive fixed, pay fixed, foreign currency interest rate swaps. These derivatives are not designated as hedges, and as such, changes in fair value related to these derivatives are reported in earnings as a component of net investment gain or loss.

As of June 30, 2025 and December 31, 2024, we held $47.5 million and $51.1 million, respectively, notional amount of foreign currency forwards to mitigate the foreign currency risk associated with specific securities owned. These derivatives are not designated as hedges, and as such, changes in fair value related to these derivatives are reported in earnings as a component of net investment gain or loss.

As of June 30, 2025 and December 31, 2024, we held $139.2 million and $128.9 million, respectively, notional amount of total return swaps to mitigate the volatility associated with changes in the fair value of the underlying notional assets in our non-qualified defined contribution plan. This derivative is an economic hedge not designated as a hedging instrument, and changes in fair value are reported as a component of other expenses in our income statement.

**Note 5 - Derivative Financial Instruments - Continued**

During the first quarter of 2025, we entered into a total return swap contract with a notional amount of $700.0 million to mitigate the economic risk from credit spreads and interest rate duration related to certain cash and cash equivalent amounts. This derivative was an economic hedge not designated as a hedging instrument, and changes in fair value were reported as realized gains or losses in our income statement. Expenses and dividend payments were reported in earnings as a component of net investment income. The total return swap was unwound and settled for cash in the second quarter of 2025. We held none of these total return swaps at December 31, 2024.

We have an embedded derivative in a modified coinsurance arrangement, for which we include in our net investment gains and losses a calculation intended to estimate the value of the option of our reinsurance counterparty to cancel the reinsurance contract with us. However, neither party can unilaterally terminate the reinsurance agreement except in extreme circumstances resulting from regulatory supervision, delinquency proceedings, or other direct regulatory action. Cash settlements or collateral related to this embedded derivative are not required at any time during the reinsurance contract or at termination of the reinsurance contract. There are no credit-related counterparty triggers, and any accumulated embedded derivative gain or loss reduces to zero over time as the reinsured business winds down.

***Locations and Amounts of Derivative Financial Instruments***

The following tables summarize the notional amounts and fair values of derivative financial instruments, as reported in our consolidated balance sheets. Derivative assets are included in other long-term investments, while derivative liabilities are included in other liabilities within our consolidated balance sheets. The notional amounts represent the basis upon which our counterparty pay and receive amounts are calculated.

| | June 30, 2025 | | |
|---|---|---|---|
| | | Derivative Assets | Derivative Liabilities |
| | Notional Amount | Fair Value | Fair Value |
| | (in millions of dollars) | | |
| **Designated as Hedging Instruments** | | | |
| Cash Flow Hedges | | | |
| Forward Benchmark Interest Rate Locks | $ 2,597.0 | $ 3.0 | $ 231.2 |
| Foreign Currency Interest Rate Swaps | 136.3 | 14.5 | 2.5 |
| Total Cash Flow Hedges | 2,733.3 | 17.5 | 233.7 |
| Fair Value Hedges | | | |
| Foreign Currency Interest Rate Swaps | 769.5 | 26.3 | 33.8 |
| **Total Designated as Hedging Instruments** | $ 3,502.8 | $ 43.8 | $ 267.5 |
| **Not Designated as Hedging Instruments** | | | |
| Foreign Currency Forwards | $ 47.5 | $ — | $ 2.9 |
| Foreign Currency Interest Rate Swaps | 125.9 | — | 16.1 |
| Total Return Swaps | 139.2 | — | — |
| Embedded Derivative in Modified Coinsurance Arrangement | — | 10.6 | — |
| **Total Not Designated as Hedging Instruments** | $ 312.6 | $ 10.6 | $ 19.0 |
| **Total Derivatives** | $ 3,815.4 | $ 54.4 | $ 286.5 |

**Note 5 - Derivative Financial Instruments - Continued**

| | December 31, 2024 | | |
|---|---|---|---|
| | | Derivative Assets | Derivative Liabilities |
| | Notional Amount | Fair Value | Fair Value |
| | (in millions of dollars) | | |
| **Designated as Hedging Instruments** | | | |
| Cash Flow Hedges | | | |
| Forward Benchmark Interest Rate Locks | $ 2,570.0 | $ 3.4 | $ 223.2 |
| Foreign Currency Interest Rate Swaps | 139.1 | 17.6 | 1.1 |
| Total Cash Flow Hedges | 2,709.1 | 21.0 | 224.3 |
| | | | |
| Fair Value Hedges | | | |
| Foreign Currency Interest Rate Swaps | 736.4 | 54.7 | 15.0 |
| **Total Designated as Hedging Instruments** | $ 3,445.5 | $ 75.7 | $ 239.3 |
| | | | |
| **Not Designated as Hedging Instruments** | | | |
| Foreign Currency Forwards | $ 51.1 | $ 3.1 | $ — |
| Foreign Currency Interest Rate Swaps | 125.9 | 0.6 | 16.4 |
| Total Return Swaps | 128.9 | — | — |
| Embedded Derivative in Modified Coinsurance Arrangement | — | 11.5 | — |
| **Total Not Designated as Hedging Instruments** | $ 305.9 | $ 15.2 | $ 16.4 |
| | | | |
| **Total Derivatives** | $ 3,751.4 | $ 90.9 | $ 255.7 |

**Note 5 - Derivative Financial Instruments - Continued**

The following tables summarize the location of gains and losses of derivative financial instruments designated as hedging instruments, as reported in our consolidated statements of income.

| | Three Months Ended June 30 | | | | | |
|---|---|---|---|---|---|---|
| | 2025 | | | 2024 | | |
| | Net Investment Income | Net Investment Gain (Loss) | Interest and Debt Expense | Net Investment Income | Net Investment Gain (Loss) | Interest and Debt Expense |
| | (in millions of dollars) | | | | | |
| **Total Income and Expense Presented in the Consolidated Statements of Income of Which Hedged Items are Recorded** | $ 560.7 | $ (17.7) | $ 52.0 | $ 545.1 | $ (10.4) | $ 49.9 |
| **Gain (Loss) on Cash Flow Hedging Relationships** | | | | | | |
| Interest Rate Swaps: | | | | | | |
| Hedged Items | 17.6 | 0.1 | 1.5 | 22.6 | — | 0.8 |
| Derivatives Designated as Hedging Instruments | 2.9 | (0.4) | — | 4.8 | — | — |
| Foreign Exchange Contracts: | | | | | | |
| Hedged Items | 2.0 | (0.1) | — | 2.0 | 0.3 | — |
| Derivatives Designated as Hedging Instruments | 0.3 | 0.1 | — | 0.1 | (0.2) | — |
| Forward Benchmark Interest Rate Locks: | | | | | | |
| Hedged Items | 13.6 | — | — | 9.9 | — | — |
| Derivatives Designated as Hedging Instruments | (0.4) | — | — | (0.2) | — | — |
| | | | | | | |
| **Gain (Loss) on Fair Value Hedging Relationships** | | | | | | |
| Foreign Exchange Contracts: | | | | | | |
| Hedged Items | 5.2 | 50.6 | — | 4.3 | (2.0) | — |
| Derivatives Designated as Hedging Instruments | 2.9 | (50.6) | — | 4.2 | 2.0 | — |

**Note 5 - Derivative Financial Instruments - Continued**

| | Six Months Ended June 30 | | | | | |
|---|---|---|---|---|---|---|
| | 2025 | | | 2024 | | |
| | Net Investment Income | Net Investment Gain (Loss) | Interest and Debt Expense | Net Investment Income | Net Investment Gain (Loss) | Interest and Debt Expense |
| | (in millions of dollars) | | | | | |
| **Total Income and Expense Presented in the Consolidated Statements of Income of Which Hedged Items are Recorded** | $ 1,073.9 | $ (224.5) | $ 104.0 | $ 1,058.6 | $ (11.6) | $ 99.4 |
| **Gain (Loss) on Cash Flow Hedging Relationships** | | | | | | |
| Interest Rate Swaps: | | | | | | |
| Hedged Items | 35.0 | (0.3) | 1.5 | 70.2 | — | 1.5 |
| Derivatives Designated as Hedging Instruments | 5.5 | — | — | 10.8 | — | — |
| Foreign Exchange Contracts: | | | | | | |
| Hedged Items | 4.3 | (0.1) | — | 4.2 | 0.3 | — |
| Derivatives Designated as Hedging Instruments | (0.4) | 0.1 | — | (0.4) | (0.2) | — |
| Forward Benchmark Interest Rate Locks: | | | | | | |
| Hedged Items | 25.9 | — | — | 18.9 | — | — |
| Derivatives Designated as Hedging Instruments | (0.8) | — | — | (0.4) | — | — |
| **Gain (Loss) on Fair Value Hedging Relationships** | | | | | | |
| Foreign Exchange Contracts: | | | | | | |
| Hedged Items | 9.6 | 72.1 | — | 8.5 | (19.6) | — |
| Derivatives Designated as Hedging Instruments | (2.3) | (72.1) | — | 7.3 | 19.6 | — |

The following table summarizes the location of gains and losses of derivative financial instruments designated as cash flow hedging instruments, as reported in our consolidated statements of comprehensive income (loss).

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| **Gain (Loss) Recognized in Other Comprehensive Income (Loss) on Derivatives** | | | | |
| Forwards | $ (66.1) | $ (50.5) | $ (34.6) | $ (105.6) |
| Foreign Exchange Contracts | (5.4) | 0.6 | (4.4) | 3.8 |
| **Total** | $ (71.5) | $ (49.9) | $ (39.0) | $ (101.8) |

**Note 5 - Derivative Financial Instruments - Continued**

The following table summarizes the location of gains and losses on our derivatives not designated as hedging instruments, as reported in our consolidated statements of income.

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| **Net Investment Gain (Loss)** | | | | |
| Foreign Exchange Contracts | $ (3.9) | $ 0.4 | $ (5.9) | $ 2.0 |
| Embedded Derivative in Modified Coinsurance Arrangement | 1.0 | 0.8 | (0.9) | 6.9 |
| Total Return Swaps | 6.0 | — | 2.8 | — |
| **Total** | $ 3.1 | $ 1.2 | $ (4.0) | $ 8.9 |
| | | | | |
| **Net Investment Income** | | | | |
| Total Return Swaps | $ 0.8 | $ — | $ 0.9 | $ — |
| | | | | |
| **Other Expenses** | | | | |
| Gain on Total Return Swaps | $ (11.3) | $ (0.8) | $ (7.0) | $ (8.7) |

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 6 - Accumulated Other Comprehensive Loss**

Components of our accumulated other comprehensive income (loss), after tax, and related changes are as follows:

| | Net Unrealized Loss on Securities | Effect of Change in Discount Rate Assumptions on the LFPB[1] | Net Loss on Derivatives | Foreign Currency Translation Adjustment | Unrecognized Pension and Postretirement Benefit Costs | Total |
|---|---|---|---|---|---|---|
| | | | (in millions of dollars) | | | |
| **Balance at March 31, 2025** | $ (2,333.2) | $ 1,019.1 | $ (225.2) | $ (300.7) | $ (338.8) | $ (2,178.8) |
| Other Comprehensive Income (Loss) Before Reclassifications | 53.6 | 39.8 | (58.3) | 80.0 | (4.6) | 110.5 |
| Amounts Reclassified from Accumulated Other Comprehensive Income or Loss | 25.9 | — | (1.5) | — | 3.2 | 27.6 |
| Net Other Comprehensive Income (Loss) | 79.5 | 39.8 | (59.8) | 80.0 | (1.4) | 138.1 |
| **Balance at June 30, 2025** | $ (2,253.7) | $ 1,058.9 | $ (285.0) | $ (220.7) | $ (340.2) | $ (2,040.7) |
| | | | | | | |
| **Balance at March 31, 2024** | $ (2,360.8) | $ 225.3 | $ (127.0) | $ (332.6) | $ (344.9) | $ (2,940.0) |
| Other Comprehensive Income (Loss) Before Reclassifications | (370.6) | 487.0 | (34.2) | 4.2 | — | 86.4 |
| Amounts Reclassified from Accumulated Other Comprehensive Income or Loss | 7.6 | — | (3.4) | — | 3.2 | 7.4 |
| Net Other Comprehensive Income (Loss) | (363.0) | 487.0 | (37.6) | 4.2 | 3.2 | 93.8 |
| **Balance at June 30, 2024** | $ (2,723.8) | $ 712.3 | $ (164.6) | $ (328.4) | $ (341.7) | $ (2,846.2) |
| | | | | | | |
| **Balance at December 31, 2024** | $ (2,755.2) | $ 1,185.4 | $ (270.7) | $ (343.0) | $ (340.2) | $ (2,523.7) |
| Other Comprehensive Income (Loss) Before Reclassifications | 319.2 | (126.5) | (10.8) | 122.3 | (6.4) | 297.8 |
| Amounts Reclassified from Accumulated Other Comprehensive Income or Loss | 182.3 | — | (3.5) | — | 6.4 | 185.2 |
| Net Other Comprehensive Income (Loss) | 501.5 | (126.5) | (14.3) | 122.3 | — | 483.0 |
| **Balance at June 30, 2025** | $ (2,253.7) | $ 1,058.9 | $ (285.0) | $ (220.7) | $ (340.2) | $ (2,040.7) |
| | | | | | | |
| **Balance at December 31, 2023** | $ (1,919.1) | $ (648.4) | $ (73.7) | $ (321.1) | $ (345.7) | $ (3,308.0) |
| Other Comprehensive Income (Loss) Before Reclassifications | (824.7) | 1,360.7 | (83.1) | (7.3) | (2.4) | 443.2 |
| Amounts Reclassified from Accumulated Other Comprehensive Income or Loss | 20.0 | — | (7.8) | — | 6.4 | 18.6 |
| Net Other Comprehensive Income (Loss) | (804.7) | 1,360.7 | (90.9) | (7.3) | 4.0 | 461.8 |
| **Balance at June 30, 2024** | $ (2,723.8) | $ 712.3 | $ (164.6) | $ (328.4) | $ (341.7) | $ (2,846.2) |

[1]Liability for Future Policy Benefits

**Note 6 - Accumulated Other Comprehensive Loss - Continued**

Amounts reclassified from accumulated other comprehensive loss were recognized in our consolidated statements of income as follows:

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| **Net Unrealized Loss on Securities** | | | | |
| Net Investment Loss on Fixed Maturity Securities | | | | |
| Net Loss on Sales | $ (13.5) | $ (5.4) | $ (58.2) | $ (21.2) |
| Impairment Loss | (8.5) | (1.2) | (160.9) | (1.2) |
| Change in Allowance for Credit Losses | (10.6) | (2.9) | (11.6) | (2.9) |
| | (32.6) | (9.5) | (230.7) | (25.3) |
| Income Tax Benefit | (6.7) | (1.9) | (48.4) | (5.3) |
| **Total** | $ (25.9) | $ (7.6) | $ (182.3) | $ (20.0) |
| | | | | |
| **Net Loss on Derivatives** | | | | |
| Net Investment Income | | | | |
| Gain on Interest Rate Swaps and Forwards | $ 2.5 | $ 4.6 | $ 4.7 | $ 10.4 |
| Loss on Foreign Currency Interest Rate Swaps | — | — | — | (0.1) |
| Net Investment Loss | | | | |
| Loss on Interest Rate Swaps | (0.4) | — | — | — |
| Loss on Foreign Currency Interest Rate Swaps | (0.2) | (0.4) | (0.3) | (0.5) |
| | 1.9 | 4.2 | 4.4 | 9.8 |
| Income Tax Expense | 0.4 | 0.8 | 0.9 | 2.0 |
| **Total** | $ 1.5 | $ 3.4 | $ 3.5 | $ 7.8 |
| | | | | |
| **Unrecognized Pension and Postretirement Benefit Costs** | | | | |
| Other Expenses | | | | |
| Amortization of Net Actuarial Loss | $ (4.1) | $ (3.9) | $ (8.2) | $ (8.2) |
| Amortization of Prior Service Credit | — | — | 0.1 | 0.1 |
| | (4.1) | (3.9) | (8.1) | (8.1) |
| Income Tax Benefit | (0.9) | (0.7) | (1.7) | (1.7) |
| **Total** | $ (3.2) | $ (3.2) | $ (6.4) | $ (6.4) |

**Note 7 - Liability for Future Policy Benefits**

Liabilities for future policy benefits represent the cost of claims that we estimate we will eventually pay to our policyholders which includes policy liabilities for claims not yet incurred and for claims that have been incurred or are estimated to have been incurred but not yet reported to us. Liabilities for future policy benefits also include the related expenses for our non interest-sensitive life and accident and health products. The liability for future policy benefits is calculated based on the present value of the estimated future policy benefits less the present value of estimated future net premiums collected. Net premiums represent the portion of the gross premium required to provide for all benefits and expenses, excluding acquisition costs or any costs that are required to be charged to expense as incurred. In calculating the liability for future policy benefits, our long-duration contracts are grouped into cohorts by product type and contract issue year.

The calculation of the liability for future policy benefits involves numerous assumptions including assumptions related to discount rate, lapses, mortality, and morbidity.

Cash flow assumptions are reviewed and updated, as needed, at least annually. Assumptions may be updated more frequently if necessary based on trending experience and future expectations. On a quarterly basis, cohort level cash flow measures are updated based on the emergence of actual experience.

The initial, also referred to as the original, discount rate assumptions established for each cohort are used to determine interest accretion. After policy issuance or policy renewal, the discount rate assumptions are updated quarterly and used to update the liability at each reporting date to the current discount rate. The weighted average current discount rate was 5.2 percent at June 30, 2025 and 5.3 percent at December 31, 2024 with the decrease due primarily to a decrease in U.S. Treasury rates. The weighted average current discount rate was 5.2 percent at June 30, 2024 compared to 4.8 percent at December 31, 2023, with the increase due primarily to an increase in U.S. Treasury rates.

Actual variance from expected experience during the first six months of 2025 and 2024 was due primarily to the Unum US group disability, Closed Block long-term care, and the Unum US group life and accidental death and dismemberment product lines. Also contributing to the comparison for the first six months of 2025 was the Closed Block all other product line. During the first six months of 2025 and 2024, the variance in the Unum US group disability product line was primarily due to higher than expected claim resolutions driven by recoveries. During the first six months of 2025 and 2024, the variance in the Closed Block long-term care product line was driven primarily by higher than expected claim incidence. For the first six months of 2025, this was partially offset by higher than expected mortality experience. During the first six months of 2025 and 2024, the variance in the Unum US group life and accidental death and dismemberment product line was driven primarily by lower than expected claim incidence. Also impacting the actual variances from expected experience during the first six months of 2025 was higher than expected mortality experience in the Closed Block all other product line, driven by our individual disability product.

For the six months ended June 30, 2025 and 2024, there were certain cohorts within the Colonial Life segment, related to our cancer and critical illness product line, and within the Closed Block segment, related to our long-term care product line, for which net premiums exceeded gross premiums. The cohorts for which net premiums exceeded the gross premiums within the Closed Block segment resulted in a $26.4 million reduction to income before income tax for the six months ended June 30, 2025 and resulted in a $26.5 million reduction to income before income tax for the six months ended June 30, 2024. For the six months ended June 30, 2025 and 2024, the cohorts for which net premiums exceeded the gross premiums within the Colonial Life segment had an immaterial impact to income before income tax. There were no other product lines with cohorts for which net premiums exceeded gross premiums for the six months ended June 30, 2025 or 2024.

**Note 7 - Liability for Future Policy Benefits - Continued**

The following table presents balances as well as the changes in the liability for future policy benefits for traditional long duration products.

| | Consolidated | |
|---|---|---|
| | June 30 | |
| | 2025 | 2024 |
| | (in millions of dollars) | |
| **Present Value of Expected Net Premiums** | | |
| Balance, beginning of year | $ 13,930.6 | $ 14,417.8 |
| Beginning balance at original discount rate | 14,266.9 | 14,243.2 |
| Effect of changes in cash flow assumptions | — | — |
| Effect of actual variances from expected experience | (191.5) | (147.4) |
| Adjusted beginning of year balance | 14,075.4 | 14,095.8 |
| Issuances | 697.7 | 633.9 |
| Interest accretion | 323.1 | 323.6 |
| Net premiums collected | (852.7) | (834.1) |
| Foreign currency | 47.0 | (6.9) |
| Ending balance at original discount rate | 14,290.5 | 14,212.3 |
| Effect of change in discount rate assumptions | (125.3) | (249.3) |
| Balance, end of period | $ 14,165.2 | $ 13,963.0 |
| | | |
| **Present Value of Expected Future Policy Benefits** | | |
| Balance, beginning of year | $ 48,920.1 | $ 52,423.6 |
| Beginning balance at original discount rate | 50,778.2 | 51,305.7 |
| Effect of changes in cash flow assumptions | — | — |
| Effect of actual variances from expected experience | (267.2) | (305.0) |
| Adjusted beginning of year balance | 50,511.0 | 51,000.7 |
| Issuances[1] | 1,951.5 | 1,878.2 |
| Interest accretion | 1,136.8 | 1,148.2 |
| Benefit payments | (2,915.4) | (2,872.3) |
| Foreign currency | 284.6 | (26.4) |
| Ending balance at original discount rate | 50,968.5 | 51,128.4 |
| Effect of change in discount rate assumptions | (1,382.5) | (1,173.5) |
| Balance, end of period | $ 49,586.0 | $ 49,954.9 |
| | | |
| Net liability for future policy benefits | $ 35,420.8 | $ 35,991.9 |
| Other[2] | 1,558.5 | 1,671.8 |
| Total liability for future policy benefits | 36,979.3 | 37,663.7 |
| Less: Reinsurance recoverable related to future policy benefits | 6,791.9 | 7,315.3 |
| Net liability for future policy benefits, after reinsurance recoverable | $ 30,187.4 | $ 30,348.4 |

[1]Issuances include new policy issuances for most product lines. For our Unum US group disability, Unum US group life and AD&D and Closed Block - All Other product lines and certain of our Unum International product lines, this line represents new claim incurrals.

[2]Other primarily relates to our Closed Block - All Other product line.

**Note 7 - Liability for Future Policy Benefits - Continued**

The following tables summarize the amount of gross premiums and interest accretion reflected in the statements of income as well as the undiscounted and discounted expected gross premiums and expected future benefit payments and the weighted average interest rates for traditional long duration products presented in the rollforward activity above.

| | Consolidated | |
|---|---|---|
| | Six Months Ended June 30 | |
| | 2025 | 2024 |
| | (in millions of dollars) | |
| **Amount recognized in the statement of income:** | | |
| Gross premiums or assessments | $ 5,233.9 | $ 5,036.4 |
| Interest accretion | $ 813.7 | $ 824.6 |

| | Consolidated | |
|---|---|---|
| | June 30 | |
| | 2025 | 2024 |
| | (in millions of dollars, except weighted average data) | |
| **Amount of undiscounted:** | | |
| Expected future benefit payments | $ 102,952.0 | $ 104,473.6 |
| Expected future gross premiums | $ 39,814.8 | $ 38,987.4 |
| | | |
| **Amount of discounted (at interest accretion rate):** | | |
| Expected future gross premiums | $ 26,214.6 | $ 25,712.7 |
| | | |
| **Weighted average interest rate:** | | |
| Interest accretion rate | 4.9 % | 4.9 % |
| Current discount rate | 5.2 % | 5.2 % |
| | | |
| Weighted average duration of the liability | 11.3 years | 11.4 years |

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 7 - Liability for Future Policy Benefits - Continued**

**Unum US Segment**

The following table presents the balances and changes in the reserves for future policy benefits for traditional long duration products in the Unum US segment.

| | June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | Group Disability | Group Life and AD&D | Voluntary Benefits | Individual Disability | Total Unum US |
| | (in millions of dollars) | | | | |
| **Present Value of Expected Net Premiums** | | | | | |
| Balance, beginning of year | $ — | $ — | $ 1,240.2 | $ 1,202.5 | $ 2,442.7 |
| Beginning balance at original discount rate | — | — | 1,335.3 | 1,230.7 | 2,566.0 |
| Effect of changes in cash flow assumptions | — | — | — | — | — |
| Effect of actual variances from expected experience | — | — | (62.2) | (39.0) | (101.2) |
| Adjusted beginning of year balance | — | — | 1,273.1 | 1,191.7 | 2,464.8 |
| Issuances[1] | — | — | 287.9 | 117.6 | 405.5 |
| Interest accretion | — | — | 24.1 | 25.7 | 49.8 |
| Net premiums collected | — | — | (112.8) | (91.4) | (204.2) |
| Ending balance at original discount rate | — | — | 1,472.3 | 1,243.6 | 2,715.9 |
| Effect of change in discount rate assumptions | — | — | (73.5) | (7.4) | (80.9) |
| Balance, end of period | $ — | $ — | $ 1,398.8 | $ 1,236.2 | $ 2,635.0 |
| | | | | | |
| **Present Value of Expected Future Policy Benefits** | | | | | |
| Balance, beginning of year | $ 4,735.8 | $ 835.2 | $ 2,362.5 | $ 3,096.5 | $ 11,030.0 |
| Beginning balance at original discount rate | 4,907.5 | 852.6 | 2,614.6 | 3,191.1 | 11,565.8 |
| Effect of changes in cash flow assumptions | — | — | — | — | — |
| Effect of actual variances from expected experience | (63.7) | (20.3) | (63.6) | (48.0) | (195.6) |
| Adjusted beginning of year balance | 4,843.8 | 832.3 | 2,551.0 | 3,143.1 | 11,370.2 |
| Issuances[1] | 697.5 | 269.5 | 303.3 | 124.0 | 1,394.3 |
| Interest accretion | 78.9 | 9.0 | 54.6 | 73.5 | 216.0 |
| Benefit payments | (783.8) | (300.6) | (139.3) | (145.6) | (1,369.3) |
| Ending balance at original discount rate | 4,836.4 | 810.2 | 2,769.6 | 3,195.0 | 11,611.2 |
| Effect of change in discount rate assumptions | (112.0) | (10.7) | (230.0) | (42.8) | (395.5) |
| Balance, end of period | $ 4,724.4 | $ 799.5 | $ 2,539.6 | $ 3,152.2 | $ 11,215.7 |
| | | | | | |
| Net liability for future policy benefits | $ 4,724.4 | $ 799.5 | $ 1,140.8 | $ 1,916.0 | $ 8,580.7 |
| Other | 0.2 | 0.8 | 2.8 | 27.1 | 30.9 |
| Total liability for future policy benefits | 4,724.6 | 800.3 | 1,143.6 | 1,943.1 | 8,611.6 |
| Less: Reinsurance recoverable related to future policy benefits | 25.3 | 5.4 | 13.1 | 72.1 | 115.9 |
| Net liability for future policy benefits, after reinsurance recoverable | $ 4,699.3 | $ 794.9 | $ 1,130.5 | $ 1,871.0 | $ 8,495.7 |

[1]Issuances include new policy issuances for most product lines. Issuances for Unum US group disability and Unum US group life and AD&D represents new claim incurrals.

**Note 7 - Liability for Future Policy Benefits - Continued**

| | June 30, 2024 | | | | |
|---|---|---|---|---|---|
| | Group Disability | Group Life and AD&D | Voluntary Benefits | Individual Disability | Total Unum US |
| | (in millions of dollars) | | | | |
| **Present Value of Expected Net Premiums** | | | | | |
| Balance, beginning of year | $ — | $ — | $ 1,134.7 | $ 1,296.7 | $ 2,431.4 |
| Beginning balance at original discount rate | — | — | 1,192.5 | 1,294.4 | 2,486.9 |
| Effect of changes in cash flow assumptions | — | — | — | — | — |
| Effect of actual variances from expected experience | — | — | (85.7) | (16.4) | (102.1) |
| Adjusted beginning of year balance | — | — | 1,106.8 | 1,278.0 | 2,384.8 |
| Issuances[1] | — | — | 248.9 | 77.5 | 326.4 |
| Interest accretion | — | — | 20.0 | 27.6 | 47.6 |
| Net premiums collected | — | — | (98.7) | (96.5) | (195.2) |
| Ending balance at original discount rate | — | — | 1,277.0 | 1,286.6 | 2,563.6 |
| Effect of change in discount rate assumptions | — | — | (83.7) | (26.5) | (110.2) |
| Balance, end of period | $ — | $ — | $ 1,193.3 | $ 1,260.1 | $ 2,453.4 |
| | | | | | |
| **Present Value of Expected Future Policy Benefits** | | | | | |
| Balance, beginning of year | $ 5,147.4 | $ 922.0 | $ 2,334.5 | $ 3,348.6 | $ 11,752.5 |
| Beginning balance at original discount rate | 5,277.1 | 936.5 | 2,422.0 | 3,313.9 | 11,949.5 |
| Effect of changes in cash flow assumptions | — | — | — | — | — |
| Effect of actual variances from expected experience | (120.9) | (38.0) | (98.7) | (31.1) | (288.7) |
| Adjusted beginning of year balance | 5,156.2 | 898.5 | 2,323.3 | 3,282.8 | 11,660.8 |
| Issuances[1] | 677.7 | 283.1 | 263.4 | 81.3 | 1,305.5 |
| Interest accretion | 87.3 | 10.2 | 48.8 | 77.0 | 223.3 |
| Benefit payments | (808.3) | (305.7) | (115.5) | (139.2) | (1,368.7) |
| Ending balance at original discount rate | 5,112.9 | 886.1 | 2,520.0 | 3,301.9 | 11,820.9 |
| Effect of change in discount rate assumptions | (195.2) | (21.7) | (195.4) | (72.8) | (485.1) |
| Balance, end of period | $ 4,917.7 | $ 864.4 | $ 2,324.6 | $ 3,229.1 | $ 11,335.8 |
| | | | | | |
| Net liability for future policy benefits | $ 4,917.7 | $ 864.4 | $ 1,131.3 | $ 1,969.0 | $ 8,882.4 |
| Other | 0.2 | 0.9 | 2.7 | 26.4 | 30.2 |
| Total liability for future policy benefits | 4,917.9 | 865.3 | 1,134.0 | 1,995.4 | 8,912.6 |
| Less: Reinsurance recoverable related to future policy benefits | 26.6 | 7.2 | 13.4 | 152.6 | 199.8 |
| Net liability for future policy benefits, after reinsurance recoverable | $ 4,891.3 | $ 858.1 | $ 1,120.6 | $ 1,842.8 | $ 8,712.8 |

[1]Issuances include new policy issuances for most product lines. Issuances for Unum US group disability and Unum US group life and AD&D represents new claim incurrals.

**Note 7 - Liability for Future Policy Benefits - Continued**

The following tables summarize the amount of gross premiums and interest accretion reflected in the statements of income as well as the undiscounted and discounted expected gross premiums and expected future benefit payments and the weighted average interest rates for traditional long duration products in the Unum US segment presented in the rollforward activity above.

| | Six Months Ended June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | Group Disability | Group Life and AD&D | Voluntary Benefits | Individual Disability | Total Unum US |
| | (in millions of dollars) | | | | |
| **Amount recognized in the statement of income:** | | | | | |
| Gross premiums or assessments | $ 1,574.3 | $ 1,048.3 | $ 440.9 | $ 339.6 | $ 3,403.1 |
| Interest accretion | $ 78.9 | $ 9.0 | $ 30.5 | $ 47.8 | $ 166.2 |

| | Six Months Ended June 30, 2024 | | | | |
|---|---|---|---|---|---|
| | Group Disability | Group Life and AD&D | Voluntary Benefits | Individual Disability | Total Unum US |
| | (in millions of dollars) | | | | |
| **Amount recognized in the statement of income:** | | | | | |
| Gross premiums or assessments | $ 1,527.5 | $ 995.0 | $ 415.9 | $ 329.7 | $ 3,268.1 |
| Interest accretion | $ 87.3 | $ 10.2 | $ 28.8 | $ 49.4 | $ 175.7 |

| | June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | Group Disability | Group Life and AD&D | Voluntary Benefits | Individual Disability | Total Unum US |
| | (in millions of dollars, except weighted average data) | | | | |
| **Amount of undiscounted:** | | | | | |
| Expected future benefit payments | $ 5,839.5 | $ 921.0 | $ 5,868.1 | $ 5,148.8 | $ 17,777.4 |
| Expected future gross premiums | $ — | $ — | $ 6,329.2 | $ 5,820.4 | $ 12,149.6 |
| | | | | | |
| **Amount of discounted (at interest accretion rate):** | | | | | |
| Expected future gross premiums | $ — | $ — | $ 4,092.9 | $ 4,182.1 | $ 8,275.0 |
| | | | | | |
| **Weighted average interest rate:** | | | | | |
| Interest accretion rate | 4.2 % | 2.4 % | 5.0 % | 5.1 % | 4.4 % |
| Current discount rate | 4.6 % | 2.7 % | 5.5 % | 5.0 % | 4.6 % |
| | | | | | |
| Weighted average duration of the liability | 4.0 years | 2.5 years | 18.2 years | 9.5 years | 7.1 years |

**Note 7 - Liability for Future Policy Benefits - Continued**

| | June 30, 2024 | | | | |
|---|---|---|---|---|---|
| | Group Disability | Group Life and AD&D | Voluntary Benefits | Individual Disability | Total Unum US |
| | (in millions of dollars, except weighted average data) | | | | |
| **Amount of undiscounted:** | | | | | |
| Expected future benefit payments | $ 6,183.5 | $ 1,008.6 | $ 5,351.9 | $ 5,300.5 | $ 17,844.5 |
| Expected future gross premiums | $ — | $ — | $ 5,800.9 | $ 5,727.0 | $ 11,527.9 |
| | | | | | |
| **Amount of discounted (at interest accretion rate):** | | | | | |
| Expected future gross premiums | $ — | $ — | $ 3,889.6 | $ 4,117.7 | $ 8,007.3 |
| | | | | | |
| **Weighted average interest rate:** | | | | | |
| Interest accretion rate | 4.1 % | 2.3 % | 5.0 % | 5.1 % | 4.3% |
| Current discount rate | 5.0 % | 2.8 % | 5.4 % | 5.2 % | 4.9% |
| | | | | | |
| Weighted average duration of the liability | 4.2 years | 2.6 years | 18.1 years | 9.6 years | 7.0 years |

**Note 7 - Liability for Future Policy Benefits - Continued**

**Unum International Segment**

The following table presents the balances and changes in the reserves for future policy benefits for traditional long duration products in the Unum International segment.

| | June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars) | |
| **Present Value of Expected Net Premiums** | | |
| Balance, beginning of year | $ 276.1 | $ 270.3 |
| Beginning balance at original discount rate | 314.2 | 298.4 |
| Effect of changes in cash flow assumptions | — | — |
| Effect of actual variances from expected experience | 2.1 | 10.9 |
| Adjusted beginning of year balance | 316.3 | 309.3 |
| Issuances[1] | 17.7 | 16.4 |
| Interest accretion | 6.5 | 5.8 |
| Net premiums collected | (16.1) | (14.0) |
| Foreign currency | 47.0 | (6.9) |
| Ending balance at original discount rate | 371.4 | 310.6 |
| Effect of change in discount rate assumptions | (34.2) | (35.5) |
| Balance, end of period | $ 337.2 | $ 275.1 |
| | | |
| **Present Value of Expected Future Policy Benefits** | | |
| Balance, beginning of year | $ 2,391.6 | $ 2,527.4 |
| Beginning balance at original discount rate | 2,641.5 | 2,687.1 |
| Effect of changes in cash flow assumptions | — | — |
| Effect of actual variances from expected experience | 1.8 | 6.4 |
| Adjusted beginning of year balance | 2,643.3 | 2,693.5 |
| Issuances[1] | 212.3 | 197.0 |
| Interest accretion | 36.4 | 33.7 |
| Benefit payments | (243.4) | (226.9) |
| Foreign currency | 284.6 | (26.4) |
| Ending balance at original discount rate | 2,933.2 | 2,670.9 |
| Effect of change in discount rate assumptions | (243.6) | (256.9) |
| Balance, end of period | $ 2,689.6 | $ 2,414.0 |
| | | |
| Net liability for future policy benefits | $ 2,352.4 | $ 2,138.9 |
| Other | 50.1 | 37.3 |
| Total liability for future policy benefits | 2,402.5 | 2,176.2 |
| Less: Reinsurance recoverable related to future policy benefits | 73.1 | 70.9 |
| Net liability for future policy benefits, after reinsurance recoverable | $ 2,329.4 | $ 2,105.3 |

[1]Issuances for Unum International primarily represent new claim incurrals.

**Note 7 - Liability for Future Policy Benefits - Continued**

The following tables summarize the amount of gross premiums and interest accretion reflected in the statements of income as well as the undiscounted and discounted expected gross premiums and expected future benefit payments and the weighted average interest rates for traditional long duration products in the Unum International segment presented in the rollforward activity above.

| | Six Months Ended June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars) | |
| **Amount recognized in the statement of income:** | | |
| Gross premiums or assessments | $ 506.4 | $ 460.5 |
| Interest accretion | $ 29.9 | $ 27.9 |

| | June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars, except weighted average data) | |
| **Amount of undiscounted:** | | |
| Expected future benefit payments | $ 4,760.1 | $ 4,259.1 |
| Expected future gross premiums | $ 1,562.1 | $ 1,266.3 |
| | | |
| **Amount of discounted (at interest accretion rate):** | | |
| Expected future gross premiums | $ 982.5 | $ 816.0 |
| | | |
| **Weighted average interest rate:** | | |
| Interest accretion rate | 4.1 % | 4.1 % |
| Current discount rate | 4.9 % | 5.2 % |
| | | |
| Weighted average duration of the liability | 8.9 years | 8.6 years |

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 7 - Liability for Future Policy Benefits - Continued**

**Colonial Life Segment**

The following table presents the balances and changes in the reserves for future policy benefits for traditional long duration products in the Colonial Life segment.

| | June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars) | |
| **Present Value of Expected Net Premiums** | | |
| Balance, beginning of year | $ 3,553.3 | $ 3,592.6 |
| Beginning balance at original discount rate | 3,793.8 | 3,754.3 |
| Effect of changes in cash flow assumptions | — | — |
| Effect of actual variances from expected experience | 5.9 | (22.2) |
| Adjusted beginning of year balance | 3,799.7 | 3,732.1 |
| Issuances | 274.5 | 291.1 |
| Interest accretion | 72.1 | 69.0 |
| Net premiums collected | (319.5) | (316.5) |
| Ending balance at original discount rate | 3,826.8 | 3,775.7 |
| Effect of change in discount rate assumptions | (180.1) | (233.8) |
| Balance, end of period | $ 3,646.7 | $ 3,541.9 |
| | | |
| **Present Value of Expected Future Policy Benefits** | | |
| Balance, beginning of year | $ 5,434.9 | $ 5,566.0 |
| Beginning balance at original discount rate | 6,026.2 | 5,925.2 |
| Effect of changes in cash flow assumptions | — | — |
| Effect of actual variances from expected experience | (5.5) | (41.3) |
| Adjusted beginning of year balance | 6,020.7 | 5,883.9 |
| Issuances | 295.6 | 313.3 |
| Interest accretion | 119.6 | 115.0 |
| Benefit payments | (327.5) | (310.4) |
| Ending balance at original discount rate | 6,108.4 | 6,001.8 |
| Effect of change in discount rate assumptions | (516.6) | (540.7) |
| Balance, end of period | $ 5,591.8 | $ 5,461.1 |
| | | |
| Net liability for future policy benefits | $ 1,945.1 | $ 1,919.2 |
| Other | 23.8 | 24.4 |
| Total liability for future policy benefits | 1,968.9 | 1,943.6 |
| Less: Reinsurance recoverable related to future policy benefits | 1.1 | 1.8 |
| Net liability for future policy benefits, after reinsurance recoverable | $ 1,967.8 | $ 1,941.8 |

**Note 7 - Liability for Future Policy Benefits - Continued**

The following tables summarize the amount of gross premiums and interest accretion reflected in the statements of income as well as the undiscounted and discounted expected gross premiums and expected future benefit payments and the weighted average interest rates for traditional long duration products in the Colonial Life segment presented in the rollforward activity above.

| | Six Months Ended June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars) | |
| **Amount recognized in the statement of income:** | | |
| Gross premiums or assessments | $ 888.6 | $ 860.4 |
| Interest accretion | $ 47.5 | $ 46.0 |

| | June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars, except weighted average data) | |
| **Amount of undiscounted:** | | |
| Expected future benefit payments | $ 10,685.1 | $ 10,051.8 |
| Expected future gross premiums | $ 12,887.4 | $ 12,146.0 |
| | | |
| **Amount of discounted (at interest accretion rate):** | | |
| Expected future gross premiums | $ 9,187.4 | $ 8,821.1 |
| | | |
| **Weighted average interest rate:** | | |
| Interest accretion rate | 4.4 % | 4.3 % |
| Current discount rate | 5.3 % | 5.3 % |
| | | |
| Weighted average duration of the liability | 17.2 years | 16.9 years |

**Note 7 - Liability for Future Policy Benefits - Continued**

**Closed Block Segment**

The following table presents the balances and changes in the reserves for future policy benefits for traditional long duration products in the Closed Block segment.

| | June 30, 2025 | | |
|---|---|---|---|
| | Long-term Care | All Other | Total Closed Block |
| | (in millions of dollars) | | |
| **Present Value of Expected Net Premiums** | | | |
| Balance, beginning of year | $ 7,658.5 | $ — | $ 7,658.5 |
| Beginning balance at original discount rate | 7,592.9 | — | 7,592.9 |
| Effect of changes in cash flow assumptions | — | — | — |
| Effect of actual variances from expected experience | (98.3) | — | (98.3) |
| Adjusted beginning of year balance | 7,494.6 | — | 7,494.6 |
| Interest accretion | 194.7 | — | 194.7 |
| Net premiums collected | (312.9) | — | (312.9) |
| Ending balance at original discount rate | 7,376.4 | — | 7,376.4 |
| Effect of change in discount rate assumptions | 169.9 | — | 169.9 |
| Balance, end of period | $ 7,546.3 | $ — | $ 7,546.3 |
| | | | |
| **Present Value of Expected Future Policy Benefits** | | | |
| Balance, beginning of year | $ 22,925.2 | $ 7,138.4 | $ 30,063.6 |
| Beginning balance at original discount rate | 22,953.7 | 7,591.0 | 30,544.7 |
| Effect of changes in cash flow assumptions | — | — | — |
| Effect of actual variances from expected experience | (45.4) | (22.5) | (67.9) |
| Adjusted beginning of year balance | 22,908.3 | 7,568.5 | 30,476.8 |
| Issuances[1] | — | 49.3 | 49.3 |
| Interest accretion | 599.8 | 165.0 | 764.8 |
| Benefit payments | (516.4) | (458.8) | (975.2) |
| Ending balance at original discount rate | 22,991.7 | 7,324.0 | 30,315.7 |
| Effect of change in discount rate assumptions | 112.1 | (338.9) | (226.8) |
| Balance, end of period | $ 23,103.8 | $ 6,985.1 | $ 30,088.9 |
| | | | |
| Net liability for future policy benefits | $ 15,557.5 | $ 6,985.1 | $ 22,542.6 |
| Other[2] | 0.9 | 1,452.8 | 1,453.7 |
| Total liability for future policy benefits | 15,558.4 | 8,437.9 | 23,996.3 |
| Less: Reinsurance recoverable related to future policy benefits | 3.6 | 6,598.2 | 6,601.8 |
| Net liability for future policy benefits, after reinsurance recoverable | $ 15,554.8 | $ 1,839.7 | $ 17,394.5 |

[1]Issuances for Closed Block - All Other represents new claim incurrals.

[2]Other for Closed Block - All Other primarily includes our closed block group pension products and certain of our ceded closed block individual life products.

**Note 7 - Liability for Future Policy Benefits - Continued**

| | June 30, 2024 | | |
|---|---|---|---|
| | Long-term Care | All Other | Total Closed Block |
| | (in millions of dollars) | | |
| **Present Value of Expected Net Premiums** | | | |
| Balance, beginning of year | $ 8,123.5 | $ — | $ 8,123.5 |
| Beginning balance at original discount rate | 7,703.6 | — | 7,703.6 |
| Effect of changes in cash flow assumptions | — | — | — |
| Effect of actual variances from expected experience | (34.0) | — | (34.0) |
| Adjusted beginning of year balance | 7,669.6 | — | 7,669.6 |
| Interest accretion | 201.2 | — | 201.2 |
| Net premiums collected | (308.4) | — | (308.4) |
| Ending balance at original discount rate | 7,562.4 | — | 7,562.4 |
| Effect of change in discount rate assumptions | 130.2 | — | 130.2 |
| Balance, end of period | $ 7,692.6 | $ — | $ 7,692.6 |
| | | | |
| **Present Value of Expected Future Policy Benefits** | | | |
| Balance, beginning of year | $ 24,697.7 | $ 7,880.0 | $ 32,577.7 |
| Beginning balance at original discount rate | 22,649.3 | 8,094.6 | 30,743.9 |
| Effect of changes in cash flow assumptions | — | — | — |
| Effect of actual variances from expected experience | 11.5 | 7.1 | 18.6 |
| Adjusted beginning of year balance | 22,660.8 | 8,101.7 | 30,762.5 |
| Issuances[1] | — | 62.4 | 62.4 |
| Interest accretion | 599.9 | 176.3 | 776.2 |
| Benefit payments | (466.3) | (500.0) | (966.3) |
| Ending balance at original discount rate | 22,794.4 | 7,840.4 | 30,634.8 |
| Effect of change in discount rate assumptions | 534.2 | (425.0) | 109.2 |
| Balance, end of period | $ 23,328.6 | $ 7,415.4 | $ 30,744.0 |
| | | | |
| Net liability for future policy benefits | $ 15,636.0 | $ 7,415.4 | $ 23,051.4 |
| Other[2] | 25.2 | 1,554.7 | 1,579.9 |
| Total liability for future policy benefits | 15,661.2 | 8,970.1 | 24,631.3 |
| Less: Reinsurance recoverable related to future policy benefits | 4.2 | 7,038.6 | 7,042.8 |
| Net liability for future policy benefits, after reinsurance recoverable | $ 15,657.0 | $ 1,931.5 | $ 17,588.5 |

[1]Issuances for Closed Block - All Other represents new claim incurrals.

[2]Other for Closed Block - All Other primarily includes our closed block group pension products and certain of our ceded closed block individual life products.

**Note 7 - Liability for Future Policy Benefits - Continued**

The following tables summarize the amount of gross premiums and interest accretion reflected in the statements of income as well as the undiscounted and discounted expected gross premiums and expected future benefit payments and the weighted average interest rates for traditional long duration products in the Closed Block segment presented in the rollforward activity above.

| | Six Months Ended June 30, 2025 | | |
|---|---|---|---|
| | Long-term Care | All Other | Total Closed Block |
| | (in millions of dollars) | | |
| **Amount recognized in the statement of income:** | | | |
| Gross premiums or assessments | $ 352.2 | $ 83.6 | $ 435.8 |
| Interest accretion | $ 405.1 | $ 165.0 | $ 570.1 |

| | Six Months Ended June 30, 2024 | | |
|---|---|---|---|
| | Long-term Care | All Other | Total Closed Block |
| | (in millions of dollars) | | |
| **Amount recognized in the statement of income:** | | | |
| Gross premiums or assessments | $ 347.8 | $ 99.6 | $ 447.4 |
| Interest accretion | $ 398.7 | $ 176.3 | $ 575.0 |

| | June 30, 2025 | | |
|---|---|---|---|
| | Long-term Care | All Other | Total Closed Block |
| | (in millions of dollars, except weighted average data) | | |
| **Amount of undiscounted:** | | | |
| Expected future benefit payments | $ 59,062.4 | $ 10,667.0 | $ 69,729.4 |
| Expected future gross premiums | $ 13,215.7 | $ — | $ 13,215.7 |
| | | | |
| **Amount of discounted (at interest accretion rate):** | | | |
| Expected future gross premiums | $ 7,769.7 | $ — | $ 7,769.7 |
| | | | |
| **Weighted average interest rate:** | | | |
| Interest accretion rate | 5.6 % | 4.6 % | 5.3 % |
| Current discount rate | 5.6 % | 5.2 % | 5.5 % |
| | | | |
| Weighted average duration of the liability | 15.3 years | 7.2 years | 12.7 years |

**Note 7 - Liability for Future Policy Benefits - Continued**

| | June 30, 2024 | | |
|---|---|---|---|
| | Long-term Care | All Other | Total Closed Block |
| | (in millions of dollars, except weighted average data) | | |
| **Amount of undiscounted:** | | | |
| Expected future benefit payments | $ 60,832.0 | $ 11,486.2 | $ 72,318.2 |
| Expected future gross premiums | $ 14,047.2 | $ — | $ 14,047.2 |
| | | | |
| **Amount of discounted (at interest accretion rate):** | | | |
| Expected future gross premiums | $ 8,068.3 | $ — | $ 8,068.3 |
| | | | |
| **Weighted average interest rate:** | | | |
| Interest accretion rate | 5.6 % | 4.6 % | 5.2% |
| Current discount rate | 5.4 % | 5.3 % | 5.4% |
| | | | |
| Weighted average duration of the liability | 16.1 years | 7.2 years | 13.1 years |

**Note 7 - Liability for Future Policy Benefits - Continued**

**Reconciliation**

A reconciliation of the liability for future policy benefits reflected in the preceding rollforwards to the related liability balances in the consolidated balance sheets are as follows:

| | June 30 | |
|---|---|---|
| | 2025 | 2024 |
| | (in millions of dollars) | |
| **Liability for future policy benefits** | | |
| Unum US[1] | $ 8,611.6 | $ 8,912.6 |
| Unum International | 2,402.5 | 2,176.2 |
| Colonial Life | 1,968.9 | 1,943.6 |
| Closed Block[1] | 23,996.3 | 24,631.3 |
| Other products[1] | 203.6 | 235.7 |
| **Total liability for future policy benefits** | $ 37,182.9 | $ 37,899.4 |

[1]Unum US excludes dental & vision and medical stop-loss product lines and Closed Block excludes our participating fund account, which represents policies issued by one of our subsidiaries prior to its 1986 conversion from a mutual stock life insurance company. The liabilities associated with these products are included within Other products.

**Note 8 - Policyholders' Account Balances**

Policyholders' account balances primarily include our universal life and corporate-owned life insurance products. Policyholders' account balances reflect customer deposits and interest credited less cost of insurance, administration expenses, surrender charges, and customer withdrawals.

The following table presents the balances and changes in the policyholders' account balances:

| | June 30, 2025 | | | |
|---|---|---|---|---|
| | Unum US - Voluntary Benefits | Colonial Life | Closed Block - All Other | Total |
| | (in millions of dollars, except weighted average data) | | | |
| Balance, beginning of year | $ 568.8 | $ 849.0 | $ 4,052.2 | $ 5,470.0 |
| Premiums received | 25.2 | 38.1 | 12.5 | 75.8 |
| Policy charges[1] | (27.5) | (35.0) | (55.7) | (118.2) |
| Surrenders and withdrawals | (16.5) | (19.4) | (9.0) | (44.9) |
| Benefit payments | (3.1) | (4.2) | (101.8) | (109.1) |
| Interest credited | 10.2 | 17.0 | 164.3 | 191.5 |
| Other | 4.1 | — | 0.3 | 4.4 |
| Balance, end of period | 561.2 | 845.5 | 4,062.8 | 5,469.5 |
| Reserves in excess of account balance | 109.9 | 13.0 | 40.9 | 163.8 |
| Total policyholders' account balances | 671.1 | 858.5 | 4,103.7 | 5,633.3 |
| Less: Reinsurance recoverable related to policyholders' account balances | 0.8 | 0.1 | 4,103.7 | 4,104.6 |
| Net policyholders' account balances, after reinsurance recoverable | $ 670.3 | $ 858.4 | $ — | $ 1,528.7 |
| | | | | |
| Weighted average crediting rate | 3.7% | 4.1% | 8.4% | 7.3% |
| Net amount at risk[2] | $ 3,953.7 | $ 7,924.6 | $ 1,649.5 | $ 13,527.8 |
| Cash surrender value | $ 550.7 | $ 821.2 | $ 4,034.9 | $ 5,406.8 |

[1]Contracts included in the policyholders' account balances are generally charged a premium and/or monthly assessments on the basis of the account balance.

[2]For those guarantees of benefits that are payable in the event of death, the net amount at risk is generally defined as the current guaranteed minimum death benefit in excess of the current account balance at the balance sheet date.

**Note 8 - Policyholders' Account Balances - Continued**

| | June 30, 2024 | | | |
|---|---|---|---|---|
| | Unum US - Voluntary Benefits | Colonial Life | Closed Block - All Other | Total |
| | (in millions of dollars, except weighted average data) | | | |
| Balance, beginning of year | $ 578.6 | $ 852.9 | $ 4,082.7 | $ 5,514.2 |
| Premiums received | 27.3 | 40.5 | 8.9 | 76.7 |
| Policy charges[1] | (28.8) | (36.4) | (47.6) | (112.8) |
| Surrenders and withdrawals | (16.8) | (20.4) | (6.5) | (43.7) |
| Benefit payments | (3.3) | (4.0) | (95.9) | (103.2) |
| Interest credited | 10.6 | 17.1 | 138.2 | 165.9 |
| Other | 5.1 | — | 0.2 | 5.3 |
| Balance, end of period | 572.7 | 849.7 | 4,080.0 | 5,502.4 |
| Reserves in excess of account balance | 101.8 | 14.7 | 41.4 | 157.9 |
| Total policyholders' account balances | 674.5 | 864.4 | 4,121.4 | 5,660.3 |
| Less: Reinsurance recoverable related to policyholders' account balances | 0.9 | — | 4,121.4 | 4,122.3 |
| Net policyholders' account balances, after reinsurance recoverable | $ 673.6 | $ 864.4 | $ — | $ 1,538.0 |
| | | | | |
| Weighted average crediting rate | 3.7% | 4.1% | 7.0% | 6.2% |
| Net amount at risk[2] | $ 4,300.4 | $ 8,461.9 | $ 1,750.1 | $ 14,512.4 |
| Cash surrender value | $ 562.0 | $ 816.4 | $ 4,059.4 | $ 5,437.8 |

[1]Contracts included in the policyholders' account balances are generally charged a premium and/or monthly assessments on the basis of the account balance.

[2]For those guarantees of benefits that are payable in the event of death, the net amount at risk is generally defined as the current guaranteed minimum death benefit in excess of the current account balance at the balance sheet date.

**Note 8 - Policyholders' Account Balances - Continued**

The balance of the account values by range of guaranteed minimum crediting rates and the related range of difference, in basis points, between rates being credited to policyholders and the respective guaranteed minimums is as follows.

| Range of Guaranteed Minimum Crediting Rate | June 30, 2025 | | | | |
|---|---|---|---|---|---|
| | At Guaranteed Minimum | 1 Basis Point - 50 Basis Points Above | 51 Basis Points - 150 Basis Points Above | Greater than 150 Basis Points Above | Total |
| | (in millions of dollars) | | | | |
| | Unum US - Voluntary Benefits | | | | |
| 3.00% - 3.99% | $ 87.1 | $ — | $ — | $ — | $ 87.1 |
| 4.00% - 4.99% | 232.7 | 211.6 | — | — | 444.3 |
| 5.00% - 6.00% | 29.8 | — | — | — | 29.8 |
| | 349.6 | 211.6 | — | — | 561.2 |
| | Colonial Life | | | | |
| 4.00% - 5.00% | 839.1 | 6.4 | — | — | 845.5 |
| | Closed Block - All Other | | | | |
| 3.00% - 5.99% | 1,440.1 | 47.8 | 6.7 | — | 1,494.6 |
| 6.00% - 8.99% | 25.3 | — | — | — | 25.3 |
| 9.00% - 11.99% | 2,333.8 | — | — | — | 2,333.8 |
| 12.00% - 15.00% | 209.1 | — | — | — | 209.1 |
| | 4,008.3 | 47.8 | 6.7 | — | 4,062.8 |
| **Total** | $ 5,197.0 | $ 265.8 | $ 6.7 | $ — | $ 5,469.5 |

**Note 8 - Policyholders' Account Balances - Continued**

| Range of Guaranteed Minimum Crediting Rate | June 30, 2024 | | | | |
|---|---|---|---|---|---|
| | At Guaranteed Minimum | 1 Basis Point - 50 Basis Points Above | 51 Basis Points - 150 Basis Points Above | Greater than 150 Basis Points Above | Total |
| | (in millions of dollars) | | | | |
| | Unum US - Voluntary Benefits | | | | |
| 3.00% - 3.99% | $ 90.3 | $ — | $ — | $ — | $ 90.3 |
| 4.00% - 4.99% | 222.0 | 192.4 | 36.3 | — | 450.7 |
| 5.00% - 6.00% | 31.7 | — | — | — | 31.7 |
| | 344.0 | 192.4 | 36.3 | — | 572.7 |
| | Colonial Life | | | | |
| 4.00% - 5.00% | 843.4 | 6.3 | — | — | 849.7 |
| | Closed Block - All Other | | | | |
| 3.00% - 5.99% | 494.2 | 1,084.2 | 27.1 | — | 1,605.5 |
| 6.00% - 8.99% | 2.5 | 23.8 | — | — | 26.3 |
| 9.00% - 11.99% | — | 2,256.0 | — | — | 2,256.0 |
| 12.00% - 15.00% | — | 192.2 | — | — | 192.2 |
| | 496.7 | 3,556.2 | 27.1 | — | 4,080.0 |
| **Total** | $ 1,684.1 | $ 3,754.9 | $ 63.4 | $ — | $ 5,502.4 |

**Note 9 - Deferred Acquisition Costs**

The following tables display the changes in DAC throughout the period:

| | June 30, 2025 | | | |
|---|---|---|---|---|
| | Unum US | Unum International | Colonial Life | Total |
| | (in millions of dollars) | | | |
| Balance, beginning of year | $ 1,260.6 | $ 53.0 | $ 1,529.2 | $ 2,842.8 |
| Capitalization | 170.4 | 10.9 | 166.2 | 347.5 |
| Amortization expense | (136.8) | (5.1) | (115.7) | (257.6) |
| Foreign currency | — | 7.6 | — | 7.6 |
| Balance, end of period | $ 1,294.2 | $ 66.4 | $ 1,579.7 | $ 2,940.3 |

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 9 - Deferred Acquisition Costs - Continued**

| | June 30, 2024 | | | |
|---|---|---|---|---|
| | Unum US | Unum International | Colonial Life | Total |
| | (in millions of dollars) | | | |
| Balance, beginning of year | $ 1,232.2 | $ 46.9 | $ 1,435.4 | $ 2,714.5 |
| Capitalization | 165.8 | 8.6 | 157.6 | 332.0 |
| Amortization expense | (141.0) | (4.8) | (108.3) | (254.1) |
| Foreign currency | — | (0.9) | — | (0.9) |
| Balance, end of period | $ 1,257.0 | $ 49.8 | $ 1,484.7 | $ 2,791.5 |

| | June 30, 2025 | | | | | |
|---|---|---|---|---|---|---|
| | Group Disability | Group Life and AD&D | Voluntary Benefits | Individual Disability | Dental and Vision | Total Unum US |
| | (in millions of dollars) | | | | | |
| Balance, beginning of year | $ 61.1 | $ 51.1 | $ 614.3 | $ 521.2 | $ 12.9 | $ 1,260.6 |
| Capitalization | 32.3 | 23.7 | 63.3 | 43.6 | 7.5 | 170.4 |
| Amortization expense | (26.1) | (15.7) | (57.3) | (30.6) | (7.1) | (136.8) |
| Balance, end of period | $ 67.3 | $ 59.1 | $ 620.3 | $ 534.2 | $ 13.3 | $ 1,294.2 |

| | June 30, 2024 | | | | | |
|---|---|---|---|---|---|---|
| | Group Disability | Group Life and AD&D | Voluntary Benefits | Individual Disability | Dental and Vision | Total Unum US |
| | (in millions of dollars) | | | | | |
| Balance, beginning of year | $ 63.6 | $ 48.9 | $ 610.6 | $ 497.8 | $ 11.3 | $ 1,232.2 |
| Capitalization | 32.7 | 21.0 | 61.1 | 43.5 | 7.5 | 165.8 |
| Amortization expense | (28.6) | (17.1) | (58.6) | (30.5) | (6.2) | (141.0) |
| Balance, end of period | $ 67.7 | $ 52.8 | $ 613.1 | $ 510.8 | $ 12.6 | $ 1,257.0 |

**Note 10 - Segment Information**

We have three principal operating segments: Unum US, Unum International, and Colonial Life. Our other operating segments are Closed Block and Corporate.

Segment information is shown below.

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| **Premium Income** | | | | |
| **Unum US** | | | | |
| Group Disability | | | | |
| Group Long-term Disability | $ 507.8 | $ 521.5 | $ 1,012.3 | $ 1,038.2 |
| Group Short-term Disability | 289.3 | 276.3 | 567.6 | 539.4 |
| Group Life and Accidental Death & Dismemberment | | | | |
| Group Life | 470.0 | 447.5 | 936.2 | 890.1 |
| Accidental Death & Dismemberment | 49.2 | 46.4 | 97.4 | 92.2 |
| Supplemental and Voluntary | | | | |
| Voluntary Benefits | 234.5 | 222.9 | 468.6 | 445.8 |
| Individual Disability | 166.7 | 142.2 | 335.4 | 284.2 |
| Dental and Vision | 81.1 | 74.1 | 162.0 | 148.4 |
| | 1,798.6 | 1,730.9 | 3,579.5 | 3,438.3 |
| **Unum International** | | | | |
| Unum UK | | | | |
| Group Long-term Disability | 107.9 | 102.3 | 208.1 | 205.8 |
| Group Life | 68.1 | 48.8 | 129.7 | 97.5 |
| Supplemental | 47.0 | 40.6 | 88.9 | 83.7 |
| Unum Poland | 48.1 | 37.1 | 91.1 | 73.5 |
| | 271.1 | 228.8 | 517.8 | 460.5 |
| **Colonial Life** | | | | |
| Accident, Sickness, and Disability | 249.1 | 241.7 | 496.2 | 484.9 |
| Life | 122.1 | 115.2 | 242.0 | 229.5 |
| Cancer and Critical Illness | 90.9 | 89.3 | 181.2 | 178.7 |
| | 462.1 | 446.2 | 919.4 | 893.1 |
| **Closed Block** | | | | |
| Long-term Care | 175.9 | 173.3 | 352.1 | 347.8 |
| All Other | 40.3 | 48.0 | 82.1 | 97.8 |
| | 216.2 | 221.3 | 434.2 | 445.6 |
| | | | | |
| **Total Premium Income** | $ 2,748.0 | $ 2,627.2 | $ 5,450.9 | $ 5,237.5 |

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 10 - Segment Information - Continued**

| | Three Months Ended June 30, 2025 | | | | | |
|---|---|---|---|---|---|---|
| | Unum US | Unum International | Colonial Life | Closed Block | Corporate | Total |
| | (in millions of dollars) | | | | | |
| Premium Income | $ 1,798.6 | $ 271.1 | $ 462.1 | $ 216.2 | $ — | $ 2,748.0 |
| Net Investment Income | 155.1 | 46.2 | 42.6 | 284.5 | 32.3 | 560.7 |
| Other Income | 58.0 | 0.3 | 0.3 | 12.1 | (0.3) | 70.4 |
| **Adjusted Operating Revenue** | $ 2,011.7 | $ 317.6 | $ 505.0 | $ 512.8 | $ 32.0 | $ 3,379.1 |
| | | | | | | |
| Adjusted Policy Benefits[1] | $ 1,110.9 | $ 189.3 | $ 226.0 | $ 413.7 | $ — | $ 1,939.9 |
| Adjusted Policy Benefits - Remeasurement Loss (Gain) | (18.7) | 7.1 | (2.8) | 45.6 | — | 31.2 |
| Commissions | 203.8 | 25.1 | 98.6 | 16.0 | — | 343.5 |
| Interest and Debt Expense | — | — | — | — | 52.0 | 52.0 |
| Deferral of Acquisition Costs | (85.7) | (5.6) | (83.6) | — | — | (174.9) |
| Amortization of Deferred Acquisition Costs | 71.6 | 2.6 | 58.0 | — | — | 132.2 |
| Other Segment Items[2] | 411.6 | 57.5 | 91.4 | 33.6 | 11.7 | 605.8 |
| Adjusted Benefits and Expenses | $ 1,693.5 | $ 276.0 | $ 387.6 | $ 508.9 | $ 63.7 | $ 2,929.7 |
| | | | | | | |
| Adjusted Operating Income (Loss) | $ 318.2 | $ 41.6 | $ 117.4 | $ 3.9 | $ (31.7) | $ 449.4 |

[1]Excludes the impact of non-contemporaneous reinsurance in the Closed Block segment.

[2]Excludes the amortization of the cost of reinsurance in the Closed Block segment. For each reportable segment, other segment items includes compensation, other personnel expenses, taxes, licenses and fees, depreciation, intangible asset amortization and other expenses. Depreciation and intangible asset amortization during the three months ended June 30, 2025 was $21.2 million, $5.2 million, $4.0 million, $1.5 million, and $0.2 million for our Unum US, Unum International, Colonial Life, Closed Block and Corporate segments, respectively.

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 10 - Segment Information - Continued**

| | Three Months Ended June 30, 2024 | | | | | |
|---|---|---|---|---|---|---|
| | Unum US | Unum International | Colonial Life | Closed Block | Corporate | Total |
| | (in millions of dollars) | | | | | |
| Premium Income | $ 1,730.9 | $ 228.8 | $ 446.2 | $ 221.3 | $ — | $ 2,627.2 |
| Net Investment Income | 158.1 | 38.0 | 40.5 | 294.2 | 14.3 | 545.1 |
| Other Income | 58.2 | 0.5 | 0.2 | 12.2 | 0.4 | 71.5 |
| **Adjusted Operating Revenue** | $ 1,947.2 | $ 267.3 | $ 486.9 | $ 527.7 | $ 14.7 | $ 3,243.8 |
| | | | | | | |
| Adjusted Policy Benefits[1] | $ 1,079.5 | $ 155.3 | $ 222.9 | $ 401.9 | $ — | $ 1,859.6 |
| Adjusted Policy Benefits - Remeasurement Loss (Gain) | (72.9) | 0.9 | (9.5) | 24.4 | — | (57.1) |
| Commissions | 187.1 | 20.4 | 94.0 | 17.6 | — | 319.1 |
| Interest and Debt Expense | — | — | — | — | 49.9 | 49.9 |
| Deferral of Acquisition Costs | (82.5) | (4.3) | (78.3) | — | — | (165.1) |
| Amortization of Deferred Acquisition Costs | 71.2 | 2.4 | 54.3 | — | — | 127.9 |
| Other Segment Items[2] | 407.3 | 50.1 | 86.6 | 32.2 | 10.1 | 586.3 |
| Adjusted Benefits and Expenses | $ 1,589.7 | $ 224.8 | $ 370.0 | $ 476.1 | $ 60.0 | $ 2,720.6 |
| | | | | | | |
| Adjusted Operating Income (Loss) | $ 357.5 | $ 42.5 | $ 116.9 | $ 51.6 | $ (45.3) | $ 523.2 |

[1]Excludes the impact of non-contemporaneous reinsurance in the Closed Block segment.

[2]Excludes the amortization of the cost of reinsurance in the Closed Block segment. For each reportable segment, other segment items includes compensation, other personnel expenses, taxes, licenses and fees, depreciation, intangible asset amortization and other expenses. Depreciation and intangible asset amortization during the three months ended June 30, 2024 was $20.5 million, $4.3 million, $3.7 million, $1.3 million, and de minimis for our Unum US, Unum International, Colonial Life, Closed Block and Corporate segments, respectively.

*NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - Continued*

*Unum Group and Subsidiaries*

**June 30, 2025**

**Note 10 - Segment Information - Continued**

| | Six Months Ended June 30, 2025 | | | | | |
|---|---|---|---|---|---|---|
| | Unum US | Unum International | Colonial Life | Closed Block | Corporate | Total |
| | (in millions of dollars) | | | | | |
| Premium Income | $ 3,579.5 | $ 517.8 | $ 919.4 | $ 434.2 | $ — | $ 5,450.9 |
| Net Investment Income | 304.0 | 74.7 | 84.8 | 554.2 | 56.2 | 1,073.9 |
| Other Income | 129.9 | 0.4 | 0.7 | 22.0 | (0.3) | 152.7 |
| **Adjusted Operating Revenue** | $ 4,013.4 | $ 592.9 | $ 1,004.9 | $ 1,010.4 | $ 55.9 | $ 6,677.5 |
| | | | | | | |
| Adjusted Policy Benefits[1] | $ 2,249.5 | $ 362.2 | $ 452.6 | $ 829.1 | $ — | $ 3,893.4 |
| Adjusted Policy Benefits - Remeasurement Loss (Gain) | (94.1) | (1.7) | (11.3) | 49.0 | — | (58.1) |
| Commissions | 409.4 | 47.5 | 195.9 | 33.9 | — | 686.7 |
| Interest and Debt Expense | — | — | — | — | 104.0 | 104.0 |
| Deferral of Acquisition Costs | (170.4) | (10.9) | (166.2) | — | — | (347.5) |
| Amortization of Deferred Acquisition Costs | 136.8 | 5.1 | 115.7 | — | — | 257.6 |
| Other Segment Items[2] | 834.9 | 110.4 | 185.1 | 70.1 | 24.7 | 1,225.2 |
| Adjusted Benefits and Expenses | $ 3,366.1 | $ 512.6 | $ 771.8 | $ 982.1 | $ 128.7 | $ 5,761.3 |
| | | | | | | |
| Adjusted Operating Income (Loss) | $ 647.3 | $ 80.3 | $ 233.1 | $ 28.3 | $ (72.8) | $ 916.2 |

[1]Excludes the impact of non-contemporaneous reinsurance in the Closed Block segment.

[2]Excludes the amortization of the cost of reinsurance in the Closed Block segment. For each reportable segment, other segment items includes compensation, other personnel expenses, taxes, licenses and fees, depreciation, intangible asset amortization and other expenses. Depreciation and intangible asset amortization during the six months ended June 30, 2025 was $42.5 million, $9.9 million, $8.2 million, $3.0 million, and $0.3 million for our Unum US, Unum International, Colonial Life, Closed Block and Corporate segments, respectively.

**Note 10 - Segment Information - Continued**

| | Six Months Ended June 30, 2024 | | | | | |
|---|---|---|---|---|---|---|
| | Unum US | Unum International | Colonial Life | Closed Block | Corporate | Total |
| | (in millions of dollars) | | | | | |
| Premium Income | $ 3,438.3 | $ 460.5 | $ 893.1 | $ 445.6 | $ — | $ 5,237.5 |
| Net Investment Income | 315.1 | 64.1 | 79.8 | 567.3 | 32.3 | 1,058.6 |
| Other Income | 118.8 | 0.8 | 3.2 | 25.3 | 1.1 | 149.2 |
| **Adjusted Operating Revenue** | $ 3,872.2 | $ 525.4 | $ 976.1 | $ 1,038.2 | $ 33.4 | $ 6,445.3 |
| | | | | | | |
| Adjusted Policy Benefits[1] | $ 2,161.2 | $ 319.2 | $ 449.6 | $ 815.4 | $ — | $ 3,745.4 |
| Adjusted Policy Benefits - Remeasurement Loss (Gain) | (185.3) | (7.1) | (19.1) | 46.7 | — | (164.8) |
| Commissions | 369.3 | 40.0 | 189.2 | 34.2 | — | 632.7 |
| Interest and Debt Expense | — | — | — | — | 99.4 | 99.4 |
| Deferral of Acquisition Costs | (165.8) | (8.6) | (157.6) | — | — | (332.0) |
| Amortization of Deferred Acquisition Costs | 141.0 | 4.8 | 108.3 | — | — | 254.1 |
| Other Segment Items[2] | 809.1 | 97.2 | 175.1 | 66.0 | 25.4 | 1,172.8 |
| Adjusted Benefits and Expenses | $ 3,129.5 | $ 445.5 | $ 745.5 | $ 962.3 | $ 124.8 | $ 5,407.6 |
| | | | | | | |
| Adjusted Operating Income (Loss) | $ 742.7 | $ 79.9 | $ 230.6 | $ 75.9 | $ (91.4) | $ 1,037.7 |

[1]Excludes the impact of non-contemporaneous reinsurance in the Closed Block segment.

[2]Excludes the amortization of the cost of reinsurance in the Closed Block segment. For each reportable segment, other segment items includes compensation, other personnel expenses, taxes, licenses and fees, depreciation, intangible asset amortization and other expenses. Depreciation and intangible asset amortization during the six months ended June 30, 2024 was $41.8 million, $8.6 million, $7.5 million, $2.6 million, and $0.1 million for our Unum US, Unum International, Colonial Life, Closed Block and Corporate segments, respectively.

| | June 30 2025 | December 31 2024 |
|---|---|---|
| | (in millions of dollars) | |
| **Assets** | | |
| Unum US | $ 14,813.8 | $ 14,981.6 |
| Unum International | 3,712.8 | 3,291.3 |
| Colonial Life | 5,112.3 | 4,964.2 |
| Closed Block | 33,280.3 | 33,376.0 |
| Corporate | 5,924.6 | 5,346.2 |
| **Total Assets** | $ 62,843.8 | $ 61,959.3 |

We report goodwill in our Unum US, Unum International, and Colonial Life segments, which are the segments expected to benefit from the originating business combinations. At June 30, 2025 and December 31, 2024 goodwill was $353.3 million and $349.1 million, respectively, with $280.0 million attributable to Unum US in both periods, $45.6 million and $41.4 million, respectively, attributable to Unum International, and $27.7 million attributable to Colonial Life in both periods.

We measure and analyze our segment performance on the basis of "adjusted operating revenue" and "adjusted operating income" or "adjusted operating loss", which differ from total revenue and income before income tax as presented in our consolidated statements of income due to the exclusion of investment gains and losses, the amortization of the cost of reinsurance, the impact of non-contemporaneous reinsurance, and reserve assumption updates as specified in the reconciliations

**Note 10 - Segment Information - Continued**

below. We believe adjusted operating revenue and adjusted operating income or loss are better performance measures and better indicators of the revenue and profitability and underlying trends in our business. These performance measures are in accordance with GAAP guidance for segment reporting, but they should not be viewed as a substitute for total revenue, income before income tax, or net income.

Investment gains or losses primarily include realized investment gains or losses, expected investment credit losses, impairment losses and gains or losses on derivatives. Investment gains or losses depend on market conditions and do not necessarily relate to decisions regarding the underlying business of our segments. Our investment focus is on investment income to support our insurance liabilities as opposed to the generation of investment gains or losses. Although we may experience investment gains or losses which will affect future earnings levels, a long-term focus is necessary to maintain profitability over the life of the business since our underlying business is long-term in nature, and we need to earn the interest rates assumed in calculating our liabilities.

We exited a substantial portion of our Closed Block individual disability product line through the two phases of the reinsurance transaction that were executed in December 2020 and March 2021. As a result, we exclude the amortization of the cost of reinsurance that we recognized upon the exit of the business related to the policies on claim status as well as the impact of non-contemporaneous reinsurance that resulted from the adoption of ASU 2018-12. We believe that the exclusion of these items provides a better view of our results from our ongoing businesses.

Cash flow assumptions used to calculate our liability for future policy benefits are reviewed at least annually and updated, as needed, with the resulting impact reflected in net income. While the effects of these assumption updates are recorded in the reporting period in which the review is completed, these updates reflect experience emergence and changes to expectations spanning multiple periods. We believe that by excluding the impact of reserve assumption updates we are providing a more comparable and consistent view of our quarterly results.

We may at other times exclude certain other items from our discussion of financial ratios and metrics in order to enhance the understanding and comparability of our operational performance and the underlying fundamentals, but this exclusion is not an indication that similar items may not recur and does not replace net income or net loss as a measure of our overall profitability.

A reconciliation of total revenue to "adjusted operating revenue" and income before income tax to "adjusted operating income" is as follows:

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| **Total Revenue** | $ 3,361.4 | $ 3,233.4 | $ 6,453.0 | $ 6,433.7 |
| Excluding: | | | | |
| Net Investment Loss | (17.7) | (10.4) | (224.5) | (11.6) |
| **Adjusted Operating Revenue** | $ 3,379.1 | $ 3,243.8 | $ 6,677.5 | $ 6,445.3 |
| | | | | |
| **Income Before Income Tax** | $ 417.0 | $ 495.5 | $ 660.6 | $ 991.2 |
| Excluding: | | | | |
| Net Investment Loss Related to the Reinsurance Agreement | (8.5) | — | (184.4) | — |
| Net Investment Loss, Other | (9.2) | (10.4) | (40.1) | (11.6) |
| **Total Net Investment Loss** | (17.7) | (10.4) | (224.5) | (11.6) |
| Amortization of the Cost of Reinsurance | (9.7) | (10.3) | (19.3) | (20.7) |
| Non-Contemporaneous Reinsurance | (5.0) | (7.0) | (11.8) | (14.2) |
| **Adjusted Operating Income** | $ 449.4 | $ 523.2 | $ 916.2 | $ 1,037.7 |

**Note 11 - Employee Benefit Plans**

***Defined Benefit Pension and Other Postretirement Benefit (OPEB) Plans***

We sponsor several defined benefit pension and OPEB plans for our employees, including non-qualified pension plans. The U.S. qualified and non-qualified defined benefit pension plans comprise the majority of our total benefit obligation and benefit cost. We maintain a separate defined benefit plan for eligible employees in our U.K. operation. The U.S. defined benefit pension plans were frozen and closed to new entrants on December 31, 2013, the OPEB plan was frozen and closed to new entrants on December 31, 2012, and the U.K. plan was frozen and closed to new entrants on December 31, 2002.

The following table provides the components of the net periodic benefit cost for the defined benefit pension and OPEB plans.

| | Three Months Ended June 30 | | | | | |
|---|---|---|---|---|---|---|
| | Pension Benefits | | | | | |
| | U.S. Plans | | U.K. Plan | | OPEB | |
| | 2025 | 2024 | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | | | |
| Service Cost | $ 2.3 | $ 2.3 | $ — | $ — | $ — | $ — |
| Interest Cost | 21.4 | 20.7 | 2.2 | 1.9 | 1.0 | 1.0 |
| Expected Return on Plan Assets | (21.8) | (22.8) | (2.2) | (2.1) | (0.1) | (0.1) |
| Amortization of: | | | | | | |
| Net Actuarial Loss (Gain) | 3.7 | 3.6 | 0.7 | 0.7 | (0.3) | (0.4) |
| Total Net Periodic Benefit Cost | $ 5.6 | $ 3.8 | $ 0.7 | $ 0.5 | $ 0.6 | $ 0.5 |

| | Six Months Ended June 30 | | | | | |
|---|---|---|---|---|---|---|
| | Pension Benefits | | | | | |
| | U.S. Plans | | U.K. Plan | | OPEB | |
| | 2025 | 2024 | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | | | |
| Service Cost | $ 4.7 | $ 4.6 | $ — | $ — | $ — | $ — |
| Interest Cost | 42.8 | 41.4 | 4.3 | 3.8 | 2.0 | 2.0 |
| Expected Return on Plan Assets | (43.6) | (45.6) | (4.4) | (4.2) | (0.2) | (0.2) |
| Amortization of: | | | | | | |
| Net Actuarial Loss (Gain) | 7.4 | 7.3 | 1.4 | 1.5 | (0.6) | (0.6) |
| Prior Service Credit | — | — | — | — | (0.1) | (0.1) |
| Total Net Periodic Benefit Cost | $ 11.3 | $ 7.7 | $ 1.3 | $ 1.1 | $ 1.1 | $ 1.1 |

We made a regulatory contribution of $18.3 million to our U.K defined benefit pension plan during the second quarter of 2025.

The service cost component of net periodic pension and postretirement benefit cost is included as a component of compensation expense in our consolidated statements of income. All other components of net periodic pension and postretirement benefit cost are included in other expenses.

**Note 12 - Stockholders' Equity and Earnings Per Common Share**

***Earnings Per Common Share***

Net income per common share is determined as follows:

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars, except share data) | | | |
| Numerator | | | | |
| **Net Income** | $ 335.6 | $ 389.5 | $ 524.7 | $ 784.7 |
| | | | | |
| Denominator (000s) | | | | |
| Weighted Average Common Shares - Basic | 174,110.9 | 189,894.1 | 176,142.6 | 191,302.5 |
| Dilution for Assumed Exercises of Nonvested Stock Awards | 321.0 | 435.2 | 456.0 | 576.0 |
| **Weighted Average Common Shares - Assuming Dilution** | 174,431.9 | 190,329.3 | 176,598.6 | 191,878.5 |
| | | | | |
| Net Income Per Common Share | | | | |
| Basic | $ 1.93 | $ 2.05 | $ 2.98 | $ 4.10 |
| Assuming Dilution | $ 1.92 | $ 2.05 | $ 2.97 | $ 4.09 |

We compute basic earnings per share by dividing net income by the weighted average number of common shares outstanding for the period. In computing earnings per share assuming dilution, we include potential common shares that are dilutive (those that reduce earnings per share). We use the treasury stock method to account for the effect of nonvested stock success units and nonvested restricted stock units on the computation of diluted earnings per share. Under this method, the potential common shares from nonvested stock success units and nonvested restricted stock units will each have a dilutive effect, as individually measured, when the average market price of Unum Group common stock during the period exceeds the grant price of the nonvested stock success units and nonvested restricted stock units. The outstanding nonvested stock success units and nonvested restricted stock units have grant prices ranging from $18.78 to $83.04. Potential common shares not included in the computation of diluted earnings per share because the impact would be antidilutive were 0.3 million for the three and six months ended June 30, 2025. There were a de minimis amount and 0.3 million potential common shares that were antidilutive for the three and six months ended June 30, 2024, respectively.

***Common Stock***

As part of our capital deployment strategy, we may repurchase shares of Unum Group's common stock, as authorized by our board of directors. The timing and amount of repurchase activity is based on market conditions and other considerations, including the level of available cash, alternative uses for cash, and our stock price.

**Note 12 - Stockholders' Equity and Earnings Per Common Share - Continued**

Our board of directors has authorized the following repurchase programs:

| | February 2025 Authorization | July 2024 Authorization[1] | October 2023 Authorization[2] |
|---|---|---|---|
| | | (in millions) | |
| Effective Date | April 1, 2025 | August 1, 2024 | January 1, 2024 |
| Expiration Date | None | March 31, 2025 | July 31, 2024 |
| Authorized Repurchase Amount | $ 1,000.0 | $ 1,000.0 | $ 500.0 |
| Cost of Shares Repurchased Under Repurchase Program | 300.0 | 706.8 | 464.2 |
| Unused and Expired | — | 293.2 | 35.8 |
| Remaining Repurchase Amount at June 30, 2025 | $ 700.0 | $ — | $ — |

[1]Concurrent with the announcement of the February 2025 repurchase program, we also announced the termination of the July 2024 program as of March 31, 2025, and all unused amounts under that program expired as of that date.
[2]Concurrent with the announcement of the July 2024 repurchase program, we also announced the termination of the October 2023 program as of July 31, 2024, and all unused amounts under that program expired as of that date.

Common stock repurchases, which are accounted for using the cost method and classified as treasury stock until otherwise retired, were as follows:

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | | (in millions) | | |
| Shares Repurchased[1] | 3.8 | 3.5 | 7.1 | 6.0 |
| Cost of Shares Repurchased[2] | $ 303.3 | $ 179.8 | $ 505.9 | $ 302.8 |

[1]For the six months ended June 30, 2025, includes 0.7 million shares related to the settlement of the November 2024 accelerated share repurchase agreement (ASR) which occurred in February 2025.
[2]Includes $0.4 million and $0.9 million of commissions for the three and six months ended June 30, 2025, respectively, and a de minimis amount of commissions for the three and six months ended June 30, 2024. Also includes $2.9 million and $5.0 million of excise tax for the three and six months ended June 30, 2025, respectively, and $1.7 million and $2.8 million of excise tax for the three and six months ended June 30, 2024, respectively.

As a part of our share repurchase program, we periodically enter into accelerated share repurchase agreements. Under the terms of these agreements, we make a prepayment to a financial counterparty for which we receive an initial delivery of approximately 75 percent of the total Unum Group common stock to be delivered under the agreement. We simultaneously enter into a forward contract indexed to the price of Unum Group common stock, which subjects the transactions to a future price adjustment. Under the terms of the agreements, we are to receive, or be required to pay, a price adjustment based on the volume weighted average price of Unum Group common stock during the term of the agreement, less a discount. Any price adjustment payable to us is settled in shares of Unum Group common stock. Any price adjustment we would be required to pay

**Note 12 - Stockholders' Equity and Earnings Per Common Share - Continued**

may be settled in either cash or common stock at our option. Details of our ASRs impacting the three and six months ended June 30, 2025 and 2024 are as follows:

| Prepayment Date | Prepayment Amount | Initial Share Delivery | Forward Contract Settlement Date | Shares Delivered to Settle Forward Contract |
|---|---|---|---|---|
| | | (in millions) | | |
| November 2024 | $321.0 | 3.8 | February 2025[1] | 0.7 |
| April 2024 | $125.0 | 1.7 | June 2024 | 0.7 |
| January 2024 | $100.0 | 1.6 | March 2024 | 0.5 |

[1]The final price adjustment settlement, along with the delivery of the remaining shares, occurred in February 2025, resulting in the delivery to us of 0.7 million additional shares. As a result of the final settlement occurring subsequent to December 31, 2024, we recorded a decrease of $80.3 million to additional paid-in capital within stockholders' equity on our consolidated balance sheet for the value of the shares held back by the counterparty as of December 31, 2024, which was reclassified to treasury stock in the first quarter of 2025 in connection with the final settlement of the agreement.

***Preferred Stock***

Unum Group has 25.0 million shares of preferred stock authorized with a par value of $0.10 per share. No preferred stock has been issued to date.

**Note 13 - Commitments and Contingent Liabilities**

***Commitments***

See Notes 3 and 4 for further discussion on certain of our investment commitments.

***Contingent Liabilities***

We are a defendant in a number of litigation matters that have arisen in the normal course of business, including the matters discussed below. Further, state insurance regulatory authorities and other federal and state authorities regularly make inquiries and conduct investigations concerning our compliance with applicable insurance and other laws and regulations. Given the complexity and scope of our litigation and regulatory matters, it is not possible to predict the ultimate outcome of all pending investigations or legal proceedings or provide reasonable estimates of potential losses, except if noted in connection with specific matters.

In some of these matters, no specified amount is sought. In others, very large or indeterminate amounts, including punitive and treble damages, are asserted. There is a wide variation of pleading practice permitted in the United States courts with respect to requests for monetary damages, including some courts in which no specified amount is required and others which allow the plaintiff to state only that the amount sought is sufficient to invoke the jurisdiction of that court. Further, some jurisdictions permit plaintiffs to allege damages well in excess of reasonably possible verdicts. Based on our extensive experience and that of others in the industry with respect to litigating or resolving claims through settlement over an extended period of time, we believe that the monetary damages asserted in a lawsuit or claim bear little relation to the merits of the case, or the likely disposition value. Therefore, the specific monetary relief sought is not stated.

Unless indicated otherwise, reserves have not been established for litigation and contingencies. An estimated loss is accrued when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

***Claim Handling Matters***

We and our insurance subsidiaries, in the ordinary course of our business, are engaged in claim litigation where disputes arise as a result of a denial or termination of benefits. Most typically these lawsuits are filed on behalf of a single claimant or policyholder, and in some of these individual actions punitive damages are sought, such as claims alleging bad faith in the

**Note 13 - Commitments and Contingent Liabilities - Continued**

handling of insurance claims. For our general claim litigation, we maintain reserves based on experience to satisfy judgments and settlements in the normal course. We expect that the ultimate liability, if any, with respect to general claim litigation, after consideration of the reserves maintained, will not be material to our consolidated financial condition. Nevertheless, given the inherent unpredictability of litigation, it is possible that an adverse outcome in certain claim litigation involving punitive damages could, from time to time, have a material adverse effect on our consolidated results of operations in a period, depending on the results of operations for the particular period.

From time to time class action allegations are pursued where the claimant or policyholder purports to represent a larger number of individuals who are similarly situated. Since each insurance claim is evaluated based on its own merits, there is rarely a single act or series of actions which can properly be addressed by a class action. Nevertheless, we monitor these cases closely and defend ourselves appropriately where these allegations are made.

**Note 14 - Debt and Other**

***Credit Facility***

In April 2025, we and certain of our traditional U.S. life insurance subsidiaries, Unum Life Insurance Company of America (Unum America), Provident Life and Accident Insurance Company (Provident) and Colonial Life & Accident Insurance Company, amended and restated the terms of our existing credit agreement providing for a five-year $500.0 million senior unsecured revolving credit facility with a syndicate of lenders. The revolving credit facility, which was previously set to expire in 2027, was extended through April 2030. We may request that the lenders' aggregate commitments of $500.0 million under the facility be increased by up to an additional $200.0 million. Other of our domestic wholly-owned subsidiaries are permitted to join the credit facility as borrowers, subject to certain conditions. Any obligation of a subsidiary under the credit facility is subject to an unconditional guarantee by Unum Group. At June 30, 2025, there were no borrowed amounts outstanding under the revolving credit facility and letters of credit totaling $0.4 million had been issued.

Borrowings under the credit facility are subject to financial covenants, negative covenants, and events of default that are customary. The credit facility includes financial covenants based on our leverage ratio and consolidated net worth as well as covenants that limit subsidiary indebtedness.

***Debt***

In June 2024, we issued $400.0 million of 6.000% senior notes due 2054. The notes are callable at or above par and rank equally in the right of payment with all of our other unsecured and unsubordinated debt. A portion of the net proceeds of the offering were used to repay the $350.0 million aggregate principal amount of outstanding indebtedness under our senior unsecured delayed draw term loan facility which was repaid and subsequently terminated.

***Allowance for Expected Credit Losses on Premiums Receivable***

At June 30, 2025, March 31, 2025, and December 31, 2024, the allowance for expected credit losses on premiums receivable was $27.6 million, $27.0 million, and $26.8 million, respectively, on gross premiums receivable of $691.7 million, $631.8 million, and $584.1 million, respectively. The increase in the allowance of $0.6 million and $0.8 million during the three and six months ended June 30, 2025, respectively, was driven by an increase in gross premiums receivable.

At June 30, 2024, March 31, 2024, and December 31, 2023, the allowance for expected credit losses on premiums receivable was $26.8 million, $30.0 million, and $29.5 million, respectively, on gross premiums receivable of $659.8 million $676.9 million, and $612.4 million, respectively. The decrease in the allowance of $3.2 million during the three months ended June 30, 2024, was driven primarily by improvements in unemployment levels. The decrease of $2.7 million during the six months ended June 30, 2024, was driven primarily by improvements in the age of premiums receivable and unemployment levels.

**Note 14 - Debt and Other - Continued**

***Closed Block Long-Term Care and Unum US Individual Disability Reinsurance Transaction***

In February 2025, Unum America entered into a master transaction agreement with Fortitude Reinsurance Company Ltd. (Fortitude Re) which resulted in the execution of a coinsurance agreement (reinsurance agreement) during July 2025. This reinsurance agreement reinsures a portion of our Closed Block long-term care business and a portion of our Unum US individual disability business on a coinsurance basis to Fortitude Re. The reinsurance agreement represents approximately 21 percent of total Closed Block long-term care future policy benefits and approximately 15 percent of Unum US individual disability future policy benefits as of December 31, 2024.

Upon closing the transaction in July 2025, we transferred to Fortitude Re $953.5 million of cash, which included the ceding commission of $461.7 million, as well as fixed maturity securities which had an amortized cost of $3,096.3 million and a fair value of $3,224.5 million as of June 30, 2025. A final settlement, including the final ceding commission adjustment, is expected prior to the end of 2025. Fortitude Re established and will maintain a collateralized trust account for the benefit of Unum America to secure its obligations under the reinsurance agreement.

In July 2025, immediately prior to entering into the reinsurance agreement with Fortitude Re, Unum America recaptured the aforementioned Closed Block long-term care business from Fairwind Insurance Company, an affiliated captive reinsurer, and assumed the aforementioned Unum US individual disability business from Provident, an affiliate.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

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**Executive Summary**

Unum Group, a Delaware general business corporation, and its insurance and non-insurance subsidiaries, which collectively with Unum Group we refer to as the Company, operate in the United States, the United Kingdom, Poland, and, to a limited extent, in certain other countries. The principal operating subsidiaries in the United States are Unum Life Insurance Company of America (Unum America), Provident Life and Accident Insurance Company (Provident), The Paul Revere Life Insurance Company, Colonial Life & Accident Insurance Company (Colonial Life & Accident), Unum Insurance Company, Starmount Life Insurance Company, in the United Kingdom, Unum Limited, and in Poland, Unum Zycie TUiR S.A. (Unum Poland). We are a leading provider of financial protection benefits in the United States and the United Kingdom. Our products include disability, life, accident, critical illness, dental and vision, and other related services. We market our products primarily through the workplace.

We have three principal operating segments: Unum US, Unum International, and Colonial Life. Our other operating segments are the Closed Block and Corporate segments. These segments are discussed more fully under "Segment Results" included herein in this Item 2.

The benefits we provide help the working world thrive throughout life's moments and protect people from the financial hardship of illness, injury, or loss of life. As a leading provider of employee benefits, we offer a broad portfolio of products and services through the workplace that provide support when it is needed most.

Specifically, we offer disability, life and voluntary products, on both individual and group bases, as well as provide certain fee-based services. These products and services, which can be sold stand-alone or combined with other coverages, help employers of all sizes attract and retain the talented and capable workforce they need to succeed while protecting the incomes and livelihood of their employees. We believe employer-sponsored benefits are the most effective way to provide workers with access to information and options to protect their financial stability. Working people and their families, particularly those at lower and middle incomes, are perhaps the most vulnerable in today's economy yet are often overlooked by many providers of financial products and services. For many of these workers and families, employer-sponsored benefits are the primary defense against the potentially catastrophic financial impact of death, illness, or injury.

We have established a corporate culture consistent with the social value of our products and services. We see important links between the obligations we have to all of our stakeholders, and we place a strong emphasis on operating with integrity and contributing to positive change in our communities. Accordingly, we are committed not only to meeting the needs of our customers who depend on us, but also to being accountable for our actions through sound and consistent business practices, a strong internal compliance program, a comprehensive risk management strategy, and an engaged employee workforce.

This discussion and analysis should be read in conjunction with the consolidated financial statements and notes thereto in Part I, Item 1 contained in this Form 10-Q and with the "Cautionary Statement Regarding Forward-Looking Statements" included below the Table of Contents, as well as the discussion, analysis, and consolidated financial statements and notes thereto in Part I, Items 1 and 1A, and Part II, Items 7, 7A, and 8 of our annual report on Form 10-K for the year ended December 31, 2024.

***Operating Performance and Capital Management***

For the second quarter of 2025, we reported net income of $335.6 million, or $1.92 per diluted common share, compared to net income of $389.5 million, or $2.05 per diluted common share, in the second quarter of 2024. For the first six months of 2025, we reported net income of $524.7 million, or $2.97 per diluted common share, compared to net income of $784.7 million, or $4.09 per diluted common share in the same period of 2024.

Included in our results for the second quarter of 2025 are:

- A net investment loss of $17.7 million before tax and $13.9 million after tax, or $0.08 per diluted common share;
- Amortization of the cost of reinsurance of $9.7 million before tax and $7.7 million after tax, or $0.05 per diluted common share; and
- Non-contemporaneous reinsurance of $5.0 million before tax and $3.9 million after tax, or $0.02 per diluted common share.

Included in our results for the first six months of 2025 are:

- A net investment loss of $224.5 million before tax and $177.3 million after tax, or $1.00 per diluted common share;
- Amortization of the cost of reinsurance of $19.3 million before tax and $15.3 million after tax, or $0.09 per diluted common share; and
- Non-contemporaneous reinsurance of $11.8 million before tax and $9.3 million after tax, or $0.05 per diluted common share.

Included in our results for the second quarter of 2024 are:

- A net investment loss of $10.4 million before tax and $8.2 million after tax, or $0.04 per diluted common share;
- Amortization of the cost of reinsurance of $10.3 million before tax and $8.2 million after tax, or $0.04 per diluted common share; and
- Non-contemporaneous reinsurance of $7.0 million before tax and $5.5 million after tax, or $0.03 per diluted common share.

Included in our results for the first six months of 2024 are:

- A net investment loss of $11.6 million before tax and $9.0 million after tax, or $0.05 per diluted common share;
- Amortization of the cost of reinsurance $20.7 million before tax and $16.4 million after tax, or $0.08 per diluted common share; and
- Non-contemporaneous reinsurance of $14.2 million before tax and $11.2 million after tax, or $0.06 per diluted common share.

Excluding these items, after-tax adjusted operating income for the second quarter of 2025 was $361.1 million, or $2.07 per diluted common share compared to $411.4 million, or $2.16 per diluted common share, for the same period of 2024. After-tax adjusted operating income was $726.6 million, or $4.11 per diluted common share, in the first six months of 2025, compared to $821.3 million, or $4.28 per diluted common share, in the first six months of 2024. See "Reconciliation of Non-GAAP and Other Financial Measures" contained herein in this Item 2 for further discussion and a reconciliation of these items.

Our Unum US segment reported adjusted operating income of $318.2 million and $647.3 million in the second quarter and first six months of 2025, respectively, compared to $357.5 million and $742.7 million in the same periods of 2024, due to unfavorable benefits experience and higher commissions, partially offset by higher premium income. The benefit ratio for our Unum US segment was 60.7 percent and 60.2 percent in the second quarter and first six months of 2025, respectively, compared to 58.2 percent and 57.5 percent in the same periods of 2024. Unum US sales decreased 16.2 percent and 8.1 percent in the second quarter and first six months of 2025, respectively, compared to the same periods of 2024.

Our Unum International segment reported adjusted operating income of $41.6 million and $80.3 million in the second quarter and first six months of 2025, respectively, compared to $42.5 million and $79.9 million in the same periods of 2024. Our Unum UK line of business reported adjusted operating income of £29.4 million and £58.9 million in the second quarter and first six months of 2025, respectively, compared to £32.5 million and £60.7 million in the same periods of 2024, due to unfavorable benefits experience, partially offset by higher premium income and net investment income. The benefit ratio for our Unum UK line of business was 75.0 percent and 71.1 percent in the second quarter and first six months of 2025, respectively, compared to 69.5 percent and 68.8 percent in the same periods of 2024. Unum International sales, as measured in U.S. dollars, increased 1.1 percent and decreased 7.3 percent in the second quarter and first six months of 2025, respectively, compared to the same periods of 2024. Unum UK sales, as measured in local currency, decreased 13.5 percent and 19.4 percent in the second quarter and first six months of 2025, respectively, compared to the same periods of 2024.

Our Colonial Life segment reported adjusted operating income of $117.4 million and $233.1 million in the second quarter and first six months of 2025, compared to $116.9 million and $230.6 million in the same periods of 2024, primarily due to higher premium income and net investment income, partially offset by higher operating expenses. Also impacting the comparison of the second quarter of 2025, compared to the same period of 2024, was unfavorable benefit experience. The benefit ratio for Colonial Life was 48.3 percent and 48.0 percent in the second quarter and first six months of 2025, respectively, compared to 47.8 percent and 48.2 percent in the same periods of 2024. Colonial Life sales increased 2.9 percent and 2.6 percent in the second quarter and first six months of 2025, respectively, compared to the same periods of 2024.

Our Closed Block segment reported a loss before income tax and net investment gains and losses of $10.8 million and $2.8 million in the second quarter and first six months of 2025, respectively, compared to income before income tax and net investment gains and losses of $34.3 million and $41.0 million in the same periods of 2024, which includes the amortization of the cost of reinsurance and the impact of non-contemporaneous reinsurance related to the Closed Block individual disability reinsurance transaction. Excluding these items, our Closed Block Segment reported adjusted operating income of $3.9 million and $28.3 million in the second quarter and first six months of 2025, respectively, compared to $51.6 million and $75.9 million in the same periods of 2024, due primarily to unfavorable benefits experience and a decrease in net investment income. The net premium ratio for long-term care increased to 94.9 percent at June 30, 2025 from 93.7 percent at June 30, 2024.

A rising interest rate environment could positively impact our yields on new investments, but could also increase unrealized losses in our current holdings. Alternatively, a declining interest rate environment could negatively impact our yields on new investments, but could also reduce unrealized losses in our current holdings. As of June 30, 2025, we do not hold any securities with a decline in fair value below amortized cost which we intend to sell nor any securities for which it is more likely than not that we will be required to sell before recovery in amortized cost for which an impairment loss was not recorded. During the first six months of 2025, we recognized impairment losses totaling $160.9 million as a result of our intent to transfer certain fixed maturity securities related to the reinsurance transaction with Fortitude Reinsurance Company Ltd. (Fortitude Re) which closed in July 2025. The net unrealized loss on our fixed maturity securities was $2.0 billion at June 30, 2025, compared to $2.6 billion at December 31, 2024,with the decrease due primarily to a decrease in U.S. Treasury rates. The earned book yield on our investment portfolio was 4.47 percent for the first six months of 2025 compared to a yield of 4.44 percent for full year 2024.

Additionally, a rising interest rate environment could result in reserve decreases while a declining interest rate environment could result in reserve increases, specific to our liability for future policy benefits, as the reserve discount rate assumptions used in the calculation of our liability are updated at each reporting date using a yield that is reflective of an upper-medium grade fixed income instrument, which is generally equivalent to a single-A interest rate matched to the duration of certain of our insurance liabilities. The change in discount rate assumptions on the liability for future policy benefits, net of reinsurance, due primarily to the decrease in U.S. Treasury rates during the first six months of 2025, resulted in an increase to the liability for future policy benefits, net of reinsurance, of approximately $0.2 billion.

We believe our capital and financial positions are strong. At June 30, 2025, the risk-based capital (RBC) ratio for our traditional U.S. insurance subsidiaries, calculated on a weighted average basis using the NAIC Company Action Level formula, was approximately 485 percent, which is above our long-term expectation. We repurchased 7.1 million shares and 6.0 million shares of Unum Group common stock under our share repurchase program, during the first six months of 2025 and 2024, respectively, at a cost of $505.9 million and $302.8 million, respectively, including commissions and excise tax. Our weighted average common shares outstanding, assuming dilution, equaled 174.4 million and 190.3 million for the second quarters of 2025 and 2024, respectively, and 176.6 million and 191.9 million for the first six months of 2025 and 2024, respectively. As of June 30, 2025, Unum Group and our intermediate holding companies had available holding company liquidity of $1,955.7 million that was held primarily in bank deposits, commercial paper, money market funds, corporate bonds, municipal bonds and asset backed securities. See Note 12 of the "Notes to Consolidated Financial Statements" contained herein in Item 1.

***Closed Block Long-Term Care and Unum US Individual Disability Reinsurance Transaction***

In February 2025, Unum America entered into a master transaction agreement with Fortitude Re which resulted in the execution of a coinsurance agreement (reinsurance agreement) during July 2025. This reinsurance agreement reinsures a portion of our Closed Block long-term care business and a portion of our Unum US individual disability business on a coinsurance basis to Fortitude Re. The reinsurance agreement represents approximately 21 percent of total Closed Block long-term care future policy benefits and approximately 15 percent of Unum US individual disability future policy benefits as of December 31, 2024.

Upon closing the transaction in July 2025, we transferred to Fortitude Re $953.5 million of cash, which included the ceding commission of $461.7 million, as well as fixed maturity securities which had an amortized cost of $3,096.3 million and a fair value of $3,224.5 million as of June 30, 2025. A final settlement, including the final ceding commission adjustment, is expected prior to the end of 2025. Fortitude Re established and will maintain a collateralized trust account for the benefit of Unum America to secure its obligations under the reinsurance agreement. During the first six months of 2025, we recognized impairment losses totaling $160.9 million based on our intent to transfer these fixed maturity securities. In preparation for the transaction, fixed maturity securities with a fair value of $151.6 million and amortized cost of $175.1 million were sold during the first six months of 2025, resulting in a $23.5 million net loss. Although we transferred a significant portion of our fixed maturity securities portfolio during the third quarter of 2025 as a part of this transaction, the overall credit profile of our remaining portfolio did not change.

In July 2025, immediately prior to entering into the reinsurance agreement with Fortitude Re, Unum America recaptured the aforementioned Closed Block long-term care business from Fairwind Insurance Company (Fairwind), an affiliated captive reinsurer, and assumed the aforementioned Unum US individual disability business from Provident, an affiliate.

See Notes 4 and 14 in the "Notes to Consolidated Financial Statements" contained herein in Item 1 and "Investments" and "Liquidity and Capital Resources" contained herein in this Item 2 for further information.

***Global Minimum Tax***

The Organization for Economic Co-operation and Development (OECD) has established model rules to ensure a minimum level of tax of 15 percent (Pillar Two) for multinational companies. Several jurisdictions, including the United Kingdom, Ireland, and Poland have adopted Pillar Two beginning on or after December 31, 2023. We have not recorded Pillar Two taxes as of June 30, 2025, and we do not expect material impacts in 2025. We will continue to monitor legislative developments and refine our estimates as necessary.

***One Big Beautiful Bill Act***

In July 2025, the One Big Beautiful Bill Act (OBBBA) was signed into U.S. law. We do not expect the OBBBA to have a material impact on our financial position or results of operations in 2025.

***Consolidated Company Outlook***

We believe our strategy of providing financial protection products at the workplace puts us in a position of strength. We continue to fulfill our corporate purpose of helping the working world thrive throughout life’s moments by providing excellent service to people at their time of need. Our strategy remains centered on growing our core businesses, through investing and transforming our operations and technology to anticipate and respond to the changing needs of our customers, expanding into new adjacent markets through meaningful partnerships and effective deployment of our capital across our portfolio.

In 2024, we experienced increased earnings driven by the underlying strength of our business and expect positive operating trends in our core businesses to continue in 2025. The products and services we provide deliver significant value to employers, employees and their families, and we believe this will help drive sales and premium growth in 2025.

A rising interest rate environment could positively impact our yields on new investments, but could also increase unrealized losses in our current holdings. Alternatively, a declining interest rate environment could negatively impact our yields on new investments, but could also reduce unrealized losses in our current holdings. We also may continue to experience further volatility in miscellaneous investment income primarily related to changes in partnership net asset values as well as bond calls.

As part of our discipline in pricing and reserving, we continuously monitor emerging claim trends and interest rates. We will continue to take appropriate pricing actions on new business and renewals that are reflective of the current environment and may continue to utilize derivative financial instruments to manage interest rate risk.

Our business is well-diversified by geography within our markets, industry exposures and case size, and we continue to analyze and employ strategies that we believe will help us navigate the current environment. These strategies allow us to maintain financial flexibility to support the needs of our businesses, while also returning capital to our shareholders. We have strong core businesses that have a track record of generating significant free cash flow, and we will continue to invest in our operations and expand into adjacent markets where we can best leverage our expertise and capabilities to capture market growth opportunities as those opportunities emerge. We believe that consistent operating results, combined with the implementation of strategic initiatives and the effective deployment of capital, will allow us to meet our financial objectives.

Further discussion is included in the "Notes to Consolidated Financial Statements" contained herein in Item 1 and in "Reconciliation of Non-GAAP and Other Financial Measures," "Consolidated Operating Results," "Segment Results," "Investments," and "Liquidity and Capital Resources" contained herein in this Item 2.

**Reconciliation of Non-GAAP and Other Financial Measures**

We analyze our performance using non-GAAP financial measures. A non-GAAP financial measure is a numerical measure of a company's performance, financial position, or cash flows that excludes or includes amounts that are not normally excluded or included in the most directly comparable measure calculated and presented in accordance with U.S. generally accepted accounting principles (GAAP). The non-GAAP financial measure of "after-tax adjusted operating income" differs from net income as presented in our consolidated operating results and income statements prepared in accordance with GAAP due to the exclusion of investment gains or losses, the amortization of the cost of reinsurance, the impact of non-contemporaneous reinsurance, and reserve assumption updates as specified in the reconciliations below. Investment gains or losses primarily include realized investment gains or losses, expected investment credit losses, impairment losses, and gains or losses on derivatives. We believe after-tax adjusted operating income is a better performance measure and better indicator of the profitability and underlying trends in our business.

Investment gains or losses depend on market conditions and do not necessarily relate to decisions regarding the underlying business of our segments. Our investment focus is on investment income to support our insurance liabilities as opposed to the generation of investment gains or losses. Although we may experience investment gains or losses which will affect future earnings levels, a long-term focus is necessary to maintain profitability over the life of the business since our underlying business is long-term in nature, and we need to earn the interest rates assumed in calculating our liabilities.

We exited a substantial portion of our Closed Block individual disability product line through the two phases of the reinsurance transaction that were executed in December 2020 and March 2021. As a result, we exclude the amortization of the cost of reinsurance that we recognized upon the exit of the business related to the policies on claim status as well as the impact of non-contemporaneous reinsurance that resulted from the adoption of ASU 2018-12. We believe that the exclusion of these items provides a better view of our results from our ongoing businesses.

Cash flow assumptions used to calculate our liability for future policy benefits are reviewed at least annually and updated, as needed, with the resulting impact reflected in net income. While the effects of these assumption updates are recorded in the reporting period in which the review is completed, these updates reflect experience emergence and changes to expectations spanning multiple periods. We believe that by excluding the impact of reserve assumption updates we are providing a more comparable and consistent view of our quarterly results.

We may at other times exclude certain other items from our discussion of financial ratios and metrics in order to enhance the understanding and comparability of our operational performance and the underlying fundamentals, but this exclusion is not an indication that similar items may not recur and does not replace net income or net loss as a measure of our overall profitability.

See "Investments" contained herein in Item 2 and Note 4 of the "Notes to Consolidated Financial Statements" contained herein in Item 1 for further discussion regarding the net investment loss.

A reconciliation of GAAP financial measures to our non-GAAP financial measures is as follows:

| | Three Months Ended June 30 | | | |
|---|---|---|---|---|
| | 2025 | | 2024 | |
| | (in millions) | per share * | (in millions) | per share * |
| **Net Income** | $ 335.6 | $ 1.92 | $ 389.5 | $ 2.05 |
| Excluding: | | | | |
| **Net Investment Loss** | | | | |
| Net Investment Loss Related to the Reinsurance Agreement (net of tax benefit of $1.9; $—) | (6.6) | (0.04) | — | — |
| Net Investment Loss, Other (net of tax benefit of $1.9; $2.2) | (7.3) | (0.04) | (8.2) | (0.04) |
| **Total Net Investment Loss** | (13.9) | (0.08) | (8.2) | (0.04) |
| Amortization of the Cost of Reinsurance (net of tax benefit of $2.0; $2.1) | (7.7) | (0.05) | (8.2) | (0.04) |
| Non-Contemporaneous Reinsurance (net of tax benefit of $1.1; $1.5) | (3.9) | (0.02) | (5.5) | (0.03) |
| **After-tax Adjusted Operating Income** | $ 361.1 | $ 2.07 | $ 411.4 | $ 2.16 |

*Assuming Dilution

| | Six Months Ended June 30 | | | |
|---|---|---|---|---|
| | 2025 | | 2024 | |
| | (in millions) | per share * | (in millions) | per share * |
| **Net Income** | $ 524.7 | $ 2.97 | $ 784.7 | $ 4.09 |
| Excluding: | | | | |
| **Net Investment Loss** | | | | |
| Net Investment Loss Related to the Reinsurance Agreement (net of tax benefit of $38.8; $—) | (145.6) | (0.82) | — | — |
| Net Investment Loss, Other (net of tax benefit of $8.4; $2.6) | (31.7) | (0.18) | (9.0) | (0.05) |
| **Total Net Investment Loss** | (177.3) | (1.00) | (9.0) | (0.05) |
| Amortization of the Cost of Reinsurance (net of tax benefit of $4.0; $4.3) | (15.3) | (0.09) | (16.4) | (0.08) |
| Non-Contemporaneous Reinsurance (net of tax benefit of $2.5; $3.0) | (9.3) | (0.05) | (11.2) | (0.06) |
| **After-tax Adjusted Operating Income** | $ 726.6 | $ 4.11 | $ 821.3 | $ 4.28 |

* Assuming Dilution

We measure and analyze our segment performance on the basis of "adjusted operating revenue" and "adjusted operating income" or "adjusted operating loss", which differ from total revenue and income before income tax as presented in our consolidated statements of income due to the exclusion of investment gains and losses, the amortization of the cost of reinsurance, the impact of non-contemporaneous reinsurance, and reserve assumption updates as specified in the reconciliations below. These performance measures are in accordance with GAAP guidance for segment reporting, but they should not be viewed as a substitute for total revenue, income before income tax, or net income.

A reconciliation of total revenue to "adjusted operating revenue" and income before income tax to "adjusted operating income" is as follows:

| | Three Months Ended June 30 | | Six Months Ended June 30 | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| | (in millions of dollars) | | | |
| **Total Revenue** | $ 3,361.4 | $ 3,233.4 | $ 6,453.0 | $ 6,433.7 |
| Excluding: | | | | |
| Net Investment Loss | (17.7) | (10.4) | (224.5) | (11.6) |
| **Adjusted Operating Revenue** | $ 3,379.1 | $ 3,243.8 | $ 6,677.5 | $ 6,445.3 |
| | | | | |
| **Income Before Income Tax** | $ 417.0 | $ 495.5 | $ 660.6 | $ 991.2 |
| Excluding: | | | | |
| Net Investment Loss Related to the Reinsurance Agreement | (8.5) | — | (184.4) | — |
| Net Investment Loss, Other | (9.2) | (10.4) | (40.1) | (11.6) |
| **Total Net Investment Loss** | (17.7) | (10.4) | (224.5) | (11.6) |
| Amortization of the Cost of Reinsurance | (9.7) | (10.3) | (19.3) | (20.7) |
| Non-Contemporaneous Reinsurance | (5.0) | (7.0) | (11.8) | (14.2) |
| **Adjusted Operating Income** | $ 449.4 | $ 523.2 | $ 916.2 | $ 1,037.7 |

**Critical Accounting Estimates**

We prepare our financial statements in accordance with GAAP. The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect amounts reported in our financial statements and accompanying notes. Estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed in our financial statements.

The accounting estimates deemed to be most critical to our financial position and results of operations are those related to the liability for future policy benefits, fair value of investments, pension and postretirement benefit plans, income taxes, and contingent liabilities. There have been no significant changes in our critical accounting estimates during the six months ended June 30, 2025.

For additional information, refer to our significant accounting policies in Note 1 of the "Notes to Consolidated Financial Statements" in Part II, Item 8, and "Critical Accounting Estimates" in Part II, Item 7 of our annual report on Form 10-K for the year ended December 31, 2024.

**Accounting Developments**

For information on new accounting standards and the impact, if any, on our financial position or results of operations, see Note 2 of the "Notes to Consolidated Financial Statements" contained herein in Item 1 for further information.

**Consolidated Operating Results**

*(in millions of dollars)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Revenue** | | | | | | |
| Premium Income | $ 2,748.0 | 4.6 % | $ 2,627.2 | $ 5,450.9 | 4.1 % | $ 5,237.5 |
| Net Investment Income | 560.7 | 2.9 | 545.1 | 1,073.9 | 1.4 | 1,058.6 |
| Net Investment Loss | (17.7) | 70.2 | (10.4) | (224.5) | N.M. | (11.6) |
| Other Income | 70.4 | (1.5) | 71.5 | 152.7 | 2.3 | 149.2 |
| **Total Revenue** | 3,361.4 | 4.0 | 3,233.4 | 6,453.0 | 0.3 | 6,433.7 |
| | | | | | | |
| **Benefits and Expenses** | | | | | | |
| Policy Benefits | 1,944.9 | 4.2 | 1,866.6 | 3,905.2 | 3.9 | 3,759.6 |
| Policy Benefits - Remeasurement Loss (Gain) | 31.2 | 154.6 | (57.1) | (58.1) | (64.7) | (164.8) |
| Commissions | 343.5 | 7.6 | 319.1 | 686.7 | 8.5 | 632.7 |
| Interest and Debt Expense | 52.0 | 4.2 | 49.9 | 104.0 | 4.6 | 99.4 |
| Deferral of Acquisition Costs | (174.9) | 5.9 | (165.1) | (347.5) | 4.7 | (332.0) |
| Amortization of Deferred Acquisition Costs | 132.2 | 3.4 | 127.9 | 257.6 | 1.4 | 254.1 |
| Compensation Expense | 292.0 | (1.3) | 295.9 | 602.4 | 0.1 | 601.7 |
| Other Expenses | 323.5 | 7.6 | 300.7 | 642.1 | 8.5 | 591.8 |
| **Total Benefits and Expenses** | 2,944.4 | 7.5 | 2,737.9 | 5,792.4 | 6.4 | 5,442.5 |
| | | | | | | |
| **Income Before Income Tax** | 417.0 | (15.8) | 495.5 | 660.6 | (33.4) | 991.2 |
| Income Tax Expense | 81.4 | (23.2) | 106.0 | 135.9 | (34.2) | 206.5 |
| | | | | | | |
| **Net Income** | $ 335.6 | (13.8) | $ 389.5 | $ 524.7 | (33.1) | $ 784.7 |

*N.M. = not a meaningful percentage*

Fluctuations in exchange rates, particularly between the British pound sterling and the U.S. dollar for our U.K. operations, have an effect on our consolidated financial results. In periods when the pound weakens relative to the preceding period, translating pounds into dollars decreases current period results relative to the prior period. In periods when the pound strengthens, translating pounds into dollars increases current period results relative to the prior period.

The weighted average pound/dollar exchange rate for our Unum UK line of business was 1.333 and 1.265 for the three months ended June 30, 2025 and 2024, and 1.299 and 1.265 for the six months ended June 30, 2025 and 2024, respectively. If the 2024 results for our U.K. operations had been translated at the weighted average exchange rates of 2025, our adjusted operating revenue would have been higher by approximately $13 million and $12 million, respectively, in the second quarter and first six months of 2024 and our adjusted operating income would have been higher by approximately $2 million for both the second quarter and first six months of 2024. However, it is important to distinguish between translating and converting foreign currency. Except for a limited number of transactions, we do not actually convert pounds into dollars. As a result, we view foreign currency translation as a financial reporting item and not a reflection of operations or profitability in the U.K.

Premium income increased in each of our principal operating segments in the second quarter and first six months of 2025 compared to the same periods of 2024, primarily due to prior period sales and the impacts from the recapture of a previously ceded block of business in our Unum US individual disability product line that occurred in the first quarter of 2025, partially offset by the expected decline in medical stop-loss in our Unum US segment. Premium income continues to decline, as expected, in our Closed Block segment.

Net investment income was higher in the second quarter and first six months of 2025 compared to the same periods of 2024 due primarily an increase in the level of invested assets and higher investment income from inflation index-linked bonds held by

Unum UK. Partially offsetting the higher net investment income for the first six months of 2025 compared to the same period of 2024 was a decrease in yield on invested assets.

Our investment gains and losses on fixed maturity securities include net losses on sales of $13.5 million and $5.4 million in the second quarter of 2025 and 2024, respectively, and $58.2 million and $21.2 million in the first six months of 2025 and 2024, respectively. The net losses for the first six months of 2025 were primarily related to a realized loss of $23.5 million on sales of fixed maturity securities relating to our reinsurance transaction with Fortitude Re as well as a $19.1 million realized loss on sales of fixed maturity securities relating to funding of a dividend from one of our subsidiaries. Credit and impairment losses on fixed maturity securities were $19.1 million and $172.5 million during the second quarter and first six months of 2025, respectively. Credit and impairment losses on fixed maturity securities for the first six months of 2025 is primarily comprised of the $160.9 million impairment loss based on the intent to transfer fixed-maturity securities in anticipation of our reinsurance agreement with Fortitude Re. Credit and impairment losses on fixed maturity securities were $4.1 million during the second quarter and first six months of 2024. See Note 4 in the "Notes to Consolidated Financial Statements" contained herein in Item 1 and "Investments" contained herein in this Item 2 for further information.

Other income is primarily comprised of fee-based service products in the Unum US segment, which include leave management services and administrative services only business, and the underlying results and associated net investment income of certain assumed blocks of reinsured business in the Closed Block segment. Also included within other income for the first six months of 2025 is a gain on the recapture of a previously ceded block of business in the Unum US individual disability product line.

Overall benefits experience was unfavorable in the second quarter and first six months of 2025 relative to the same periods of 2024. The consolidated benefit ratio, which includes the remeasurement gain or loss, was 71.9 percent and 70.6 percent in the second quarter and first six months of 2025, respectively, compared to 68.9 percent and 68.6 percent for the same prior year periods. Excluding the impact of non-contemporaneous reinsurance, the consolidated benefit ratio was 71.7 percent and 70.4 percent in the second quarter and first six months of 2025, respectively, compared to 68.6 percent and 68.4 percent for the same prior year periods. The benefit ratio, which includes the remeasurement gain or loss, for each of our operating business segments is discussed more fully in "Segment Results" as follows.

Commissions were higher during the second quarter and first six months of 2025 compared to the same periods of 2024 primarily due to the continued impacts from the recapture of a previously ceded block of business in our Unum US individual disability product line that occurred in the first quarter of 2025 as well as prior period sales in our principal operating business segments. The deferral of acquisition costs was higher during the second quarter and first six months of 2025 compared to the same periods of 2024 primarily due to increase in commissions and other sales-related costs in our Colonial Life segment. The increase in the amortization of deferred acquisition costs in the second quarter and first six months of 2025 compared to the same periods of 2024 is due primarily to growth in the level of the deferred asset in our Colonial Life segment.

Other expenses and compensation expense, on a combined basis, increased in the second quarter and first six months of 2025 compared to the same periods of 2024 due primarily to an increase in operational investments in our business and impacts from the recapture of a previously ceded block of business in our Unum US individual disability product line that occurred in the first quarter of 2025.

Our effective income tax rates for the second quarter and first six months of 2025 were 19.5 percent and 20.6 percent of income before income tax, respectively, compared to 21.4 percent and 20.8 percent for the same prior year periods. Our effective income tax rate differed from the U.S. statutory rate of 21 percent for the second quarter of 2025 primarily due to tax exempt income. Our effective income tax rates were generally consistent with the U.S. statutory rate of 21 percent in effect for the second quarter of 2024 and for the first six months of 2025 and 2024.

**Consolidated Sales Results**

Shown below are sales results for our three principal operating business segments.

*(in millions)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Unum US** | $ 262.4 | (16.2)% | $ 313.2 | $ 539.9 | (8.1)% | $ 587.3 |
| **Unum International** | $ 65.0 | 1.1 % | $ 64.3 | $ 101.9 | (7.3)% | $ 109.9 |
| **Colonial Life** | $ 126.5 | 2.9 % | $ 122.9 | $ 231.8 | 2.6 % | $ 225.9 |

Sales shown in the preceding chart generally represent the annualized premium income on new sales which we expect to receive and report as premium income during the next 12 months following or beginning in the initial quarter in which the sale is reported, depending on the effective date of the new sale. Sales do not correspond to premium income reported as revenue in accordance with GAAP. This is because new annualized sales premiums reflect current sales performance and what we expect to recognize as premium income over a 12 month period, while premium income reported in our financial statements is reported on an "as earned" basis rather than an annualized basis and also includes renewals and persistency of in-force policies written in prior years as well as current new sales.

Sales, persistency of the existing block of business, employment and salary growth, and the effectiveness of a renewal program are indicators of growth in premium income. Trends in new sales, as well as existing market share, also indicate the potential for growth in our respective markets and the level of market acceptance of price levels and new product offerings. Sales results may fluctuate significantly due to case size and timing of sales submissions.

See "Segment Results" as follows for a discussion of sales by segment.

**Segment Results**

Our reportable segments are comprised of the following: Unum US, Unum International, Colonial Life, Closed Block, and Corporate.

In describing our results, we may at times note certain items and exclude the impact on financial ratios and metrics to enhance the understanding and comparability of our operational performance and the underlying fundamentals, but this exclusion is not an indication that similar items may not recur. We also measure and analyze our segment performance on the basis of "adjusted operating revenue" and "adjusted operating income" or "adjusted operating loss", which differ from total revenue and income before income tax as presented in our consolidated statements of income due to the exclusion of investment gains and losses and certain other items. These performance measures are in accordance with GAAP guidance for segment reporting, but they should not be viewed as a substitute for total revenue, income before income tax, or net income. See "Reconciliation of Non-GAAP Financial Measures" contained herein in this Item 2.

**Unum US Segment**

The Unum US segment is comprised of the group disability, group life and accidental death and dismemberment, and supplemental and voluntary lines of business. The group disability line of business includes long-term and short-term disability, medical stop-loss, and fee-based service products. The supplemental and voluntary line of business includes voluntary benefits, individual disability, and dental and vision products. These products, excluding medical stop-loss which is no longer actively marketed as of the third quarter of 2024, are marketed through our field sales personnel who work in conjunction with independent brokers and consultants.

***Unum US Operating Results***

Shown below are financial results for the Unum US segment. In the sections following, financial results and key ratios are also presented for the major lines of business within the segment.

*(in millions of dollars, except ratios)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Adjusted Operating Revenue** | | | | | | |
| Premium Income | $1,798.6 | 3.9 % | $1,730.9 | $3,579.5 | 4.1 % | $3,438.3 |
| Net Investment Income | 155.1 | (1.9) | 158.1 | 304.0 | (3.5) | 315.1 |
| Other Income | 58.0 | (0.3) | 58.2 | 129.9 | 9.3 | 118.8 |
| **Total** | 2,011.7 | 3.3 | 1,947.2 | 4,013.4 | 3.6 | 3,872.2 |
| | | | | | | |
| **Benefits and Expenses** | | | | | | |
| Policy Benefits | 1,110.9 | 2.9 | 1,079.5 | 2,249.5 | 4.1 | 2,161.2 |
| Policy Benefits - Remeasurement Gain | (18.7) | (74.3) | (72.9) | (94.1) | (49.2) | (185.3) |
| Commissions | 203.8 | 8.9 | 187.1 | 409.4 | 10.9 | 369.3 |
| Deferral of Acquisition Costs | (85.7) | 3.9 | (82.5) | (170.4) | 2.8 | (165.8) |
| Amortization of Deferred Acquisition Costs | 71.6 | 0.6 | 71.2 | 136.8 | (3.0) | 141.0 |
| Other Expenses | 411.6 | 1.1 | 407.3 | 834.9 | 3.2 | 809.1 |
| **Total** | 1,693.5 | 6.5 | 1,589.7 | 3,366.1 | 7.6 | 3,129.5 |
| | | | | | | |
| **Adjusted Operating Income** | $ 318.2 | (11.0) | $ 357.5 | $ 647.3 | (12.8) | $ 742.7 |
| | | | | | | |
| Operating Ratios (% of Premium Income): | | | | | | |
| Benefit Ratio | 60.7 % | | 58.2 % | 60.2 % | | 57.5 % |
| Other Expense Ratio[1] | 22.2 % | | 22.8 % | 22.6 % | | 22.8 % |
| Adjusted Operating Income Ratio | 17.7 % | | 20.7 % | 18.1 % | | 21.6 % |

[1]Ratio of Other Expenses to Premium Income plus Unum US Group Disability Other Income, which is primarily related to fee-based services.

***Unum US Group Disability Operating Results***

Shown below are financial results and key performance indicators for Unum US group disability.

*(in millions of dollars, except ratios)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Adjusted Operating Revenue** | | | | | | |
| Premium Income | | | | | | |
| Group Long-term Disability | $ 507.8 | (2.6)% | $ 521.5 | $1,012.3 | (2.5)% | $1,038.2 |
| Group Short-term Disability | 289.3 | 4.7 | 276.3 | 567.6 | 5.2 | 539.4 |
| Total Premium Income | 797.1 | (0.1) | 797.8 | 1,579.9 | 0.1 | 1,577.6 |
| Net Investment Income | 74.5 | (4.9) | 78.3 | 148.5 | (4.9) | 156.1 |
| Other Income | 56.6 | (1.6) | 57.5 | 112.6 | (3.1) | 116.2 |
| **Total** | 928.2 | (0.6) | 933.6 | 1,841.0 | (0.5) | 1,849.9 |
| | | | | | | |
| **Benefits and Expenses** | | | | | | |
| Policy Benefits | 514.6 | (1.0) | 519.7 | 1,043.5 | 0.2 | 1,041.3 |
| Policy Benefits - Remeasurement Gain | (18.5) | (61.5) | (48.0) | (63.7) | (47.4) | (121.0) |
| Commissions | 63.9 | 2.6 | 62.3 | 128.9 | 3.9 | 124.1 |
| Deferral of Acquisition Costs | (16.2) | — | (16.2) | (32.3) | (1.2) | (32.7) |
| Amortization of Deferred Acquisition Costs | 15.7 | 10.6 | 14.2 | 26.1 | (8.7) | 28.6 |
| Other Expenses | 243.9 | (1.8) | 248.4 | 494.5 | 0.6 | 491.6 |
| **Total** | 803.4 | 2.9 | 780.4 | 1,597.0 | 4.2 | 1,531.9 |
| | | | | | | |
| **Adjusted Operating Income** | $ 124.8 | (18.5) | $ 153.2 | $ 244.0 | (23.3) | $ 318.0 |
| | | | | | | |
| Operating Ratios (% of Premium Income): | | | | | | |
| Benefit Ratio | 62.2 % | | 59.1 % | 62.0 % | | 58.3 % |
| Other Expense Ratio[1] | 28.6 % | | 29.0 % | 29.2 % | | 29.0 % |
| Adjusted Operating Income Ratio | 15.7 % | | 19.2 % | 15.4 % | | 20.2 % |
| | | | | | | |
| Persistency: | | | | | | |
| Group Long-term Disability | | | | 90.6 % | | 93.1 % |
| Group Short-term Disability | | | | 88.2 % | | 91.8 % |

[1]Ratio of Other Expenses to Premium Income plus Other Income, which is primarily related to fee-based services.

Premium income was consistent in the second quarter and first six months of 2025 compared to the same periods of 2024 due to the expected decline in medical stop-loss premium and lower persistency, mostly offset by an increase in premium income due to prior period sales. Net investment income was lower in the second quarter and first six months of 2025 compared to the same periods of 2024 due to a lower level of invested assets. Other income was generally consistent in the second quarter and first six months of 2025 compared to the same periods of 2024.

The benefit ratio was unfavorable in the second quarter and first six months of 2025 compared to the same periods of 2024 due to lower recoveries in our long-term disability product line and higher average claims size in our short-term disability product line. Also contributing to the unfavorable benefit ratio in the first six months of 2025 compared to the same period of 2024 was higher incidence in our long-term disability product line.

Commissions were higher in the second quarter and first six months of 2025 compared to the same periods of 2024 due primarily to prior period sales. The deferral of acquisition costs were generally consistent in the second quarter and first six months of 2025 compared to the same periods of 2024. The amortization of deferred acquisition costs changed in the second quarter and first six months of 2025 compared to the same periods of 2024 due to the composition of lapses across cohorts. The other expense ratio, which includes other income that is primarily related to fee-based service products, was favorable in the second quarter of 2025 compared to the same period of 2024 due to our focus on expense management and operating efficiencies. The other expense ratio was generally consistent for the first six months of 2025 compared to the same period of 2024.

***Unum US Group Life and Accidental Death and Dismemberment Operating Results***

Shown below are financial results and key performance indicators for Unum US group life and accidental death and dismemberment.

*(in millions of dollars, except ratios)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Adjusted Operating Revenue** | | | | | | |
| Premium Income | | | | | | |
| Group Life | $ 470.0 | 5.0 % | $ 447.5 | $ 936.2 | 5.2 % | $ 890.1 |
| Accidental Death & Dismemberment | 49.2 | 6.0 | 46.4 | 97.4 | 5.6 | 92.2 |
| Total Premium Income | 519.2 | 5.1 | 493.9 | 1,033.6 | 5.2 | 982.3 |
| Net Investment Income | 21.1 | (6.2) | 22.5 | 39.3 | (11.7) | 44.5 |
| Other Income | 0.4 | N.M. | 0.1 | 0.5 | (54.5) | 1.1 |
| **Total** | 540.7 | 4.7 | 516.5 | 1,073.4 | 4.4 | 1,027.9 |
| | | | | | | |
| **Benefits and Expenses** | | | | | | |
| Policy Benefits | 361.5 | 5.7 | 341.9 | 739.1 | 6.5 | 694.2 |
| Policy Benefits - Remeasurement Loss (Gain) | 0.6 | 103.2 | (18.8) | (20.3) | (46.4) | (37.9) |
| Commissions | 47.5 | 11.2 | 42.7 | 94.5 | 12.0 | 84.4 |
| Deferral of Acquisition Costs | (12.1) | 15.2 | (10.5) | (23.7) | 12.9 | (21.0) |
| Amortization of Deferred Acquisition Costs | 9.6 | (5.9) | 10.2 | 15.7 | (8.2) | 17.1 |
| Other Expenses | 63.4 | 2.4 | 61.9 | 128.7 | 4.5 | 123.2 |
| **Total** | 470.5 | 10.1 | 427.4 | 934.0 | 8.6 | 860.0 |
| | | | | | | |
| **Adjusted Operating Income** | $ 70.2 | (21.2) | $ 89.1 | $ 139.4 | (17.0) | $ 167.9 |
| | | | | | | |
| Operating Ratios (% of Premium Income): | | | | | | |
| Benefit Ratio | 69.7 % | | 65.4 % | 69.5 % | | 66.8 % |
| Other Expense Ratio | 12.2 % | | 12.5 % | 12.5 % | | 12.5 % |
| Adjusted Operating Income Ratio | 13.5 % | | 18.0 % | 13.5 % | | 17.1 % |
| | | | | | | |
| Persistency: | | | | | | |
| Group Life | | | | 89.7 % | | 92.1 % |
| Accidental Death & Dismemberment | | | | 88.3 % | | 91.6 % |

*N.M. = not a meaningful percentage*

Premium income increased in the second quarter and first six months of 2025 compared to the same periods of 2024 due to prior period sales and in-force block growth, partially offset by lower persistency. Net investment income was lower in the second quarter and first six months of 2025 compared to the same periods of 2024 due to a lower level of invested assets. Also

impacting the comparison for the second quarter of 2025 compared to the same period of 2024 is a decrease in the yield on invested assets.

The benefit ratio was unfavorable in the second quarter and first six months of 2025 compared to the same periods of 2024 due to higher average claim size in our group life product line and less favorable waiver of premium benefits experience, partially offset by lower incidence in our group life product line. The unfavorability for the second quarter of 2025 compared to the same period of 2024 is also partially offset by lower incidence and lower average claims size in our accidental death and dismemberment product line.

Commissions and the deferral of acquisition costs were higher in the second quarter and first six months of 2025 compared to the same period of 2024 due to prior period sales. The amortization of deferred acquisition costs decreased in the second quarter and the first six months of 2025 compared to the same periods of 2024 due to the composition of lapses across cohorts. The other expense ratio was favorable in the second quarter of 2025 compared to the same period of 2024 due to our focus on expense management and operating efficiencies. The other expense ratio was generally consistent during the first six months of 2025 compared to the same period of 2024.

***Unum US Supplemental and Voluntary Operating Results***

Shown below are financial results and key performance indicators for Unum US supplemental and voluntary product lines.

*(in millions of dollars, except ratios)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Adjusted Operating Revenue** | | | | | | |
| Premium Income | | | | | | |
| Voluntary Benefits | $ 234.5 | 5.2 % | $ 222.9 | $ 468.6 | 5.1 % | $ 445.8 |
| Individual Disability | 166.7 | 17.2 | 142.2 | 335.4 | 18.0 | 284.2 |
| Dental and Vision | 81.1 | 9.4 | 74.1 | 162.0 | 9.2 | 148.4 |
| Total Premium Income | 482.3 | 9.8 | 439.2 | 966.0 | 10.0 | 878.4 |
| Net Investment Income | 59.5 | 3.8 | 57.3 | 116.2 | 1.5 | 114.5 |
| Other Income | 1.0 | 66.7 | 0.6 | 16.8 | N.M. | 1.5 |
| **Total** | 542.8 | 9.2 | 497.1 | 1,099.0 | 10.5 | 994.4 |
| | | | | | | |
| **Benefits and Expenses** | | | | | | |
| Policy Benefits | 234.8 | 7.8 | 217.9 | 466.9 | 9.7 | 425.7 |
| Policy Benefits - Remeasurement Gain | (0.8) | (86.9) | (6.1) | (10.1) | (61.7) | (26.4) |
| Commissions | 92.4 | 12.5 | 82.1 | 186.0 | 15.7 | 160.8 |
| Deferral of Acquisition Costs | (57.4) | 2.9 | (55.8) | (114.4) | 2.1 | (112.1) |
| Amortization of Deferred Acquisition Costs | 46.3 | (1.1) | 46.8 | 95.0 | (0.3) | 95.3 |
| Other Expenses | 104.3 | 7.5 | 97.0 | 211.7 | 9.0 | 194.3 |
| **Total** | 419.6 | 9.9 | 381.9 | 835.1 | 13.2 | 737.6 |
| | | | | | | |
| **Adjusted Operating Income** | $ 123.2 | 6.9 | $ 115.2 | $ 263.9 | 2.8 | $ 256.8 |
| | | | | | | |
| Operating Ratios (% of Premium Income): | | | | | | |
| Benefit Ratios: | | | | | | |
| Voluntary Benefits | 44.3 % | | 45.1 % | 44.2 % | | 39.5 % |
| Individual Disability | 40.3 % | | 39.0 % | 37.9 % | | 40.0 % |
| Dental and Vision | 77.7 % | | 75.3 % | 75.7 % | | 73.9 % |
| Other Expense Ratio | 21.6 % | | 22.1 % | 21.9 % | | 22.1 % |
| Adjusted Operating Income Ratio | 25.5 % | | 26.2 % | 27.3 % | | 29.2 % |
| | | | | | | |
| Persistency: | | | | | | |
| Voluntary Benefits | | | | 76.4 % | | 76.3 % |
| Individual Disability | | | | 88.0 % | | 89.0 % |
| Dental and Vision | | | | 82.4 % | | 81.1 % |

*N.M. = not a meaningful percentage*

Premium income was higher in the second quarter and first six months of 2025 compared to the same periods of 2024 due to the continued impacts from the recapture of a previously ceded block of business in the individual disability product line in the first quarter of 2025, favorable persistency in the voluntary benefits and dental and vision product lines, and higher prior period sales in the voluntary benefits and individual disability product lines. Net investment income increased in the second quarter and first six months of 2025 compared to the same periods of 2024 primarily due to an increase in the yield on invested assets and an increase in the level of invested assets. Other income was generally consistent in the second quarter of 2025 compared to the same period of 2024 and was higher in the first six months of 2025 compared to the same period of 2024 due primarily to a gain on the recapture of a previously ceded block of business in the individual disability product line.

The benefit ratio for voluntary benefits was favorable in the second quarter of 2025 compared to the same period of 2024 due to favorable benefit experience in the critical illness and hospital indemnity products, partially offset by unfavorable benefit experience in the life and accident products. The benefit ratio for voluntary benefits was unfavorable in the first six months of 2025 compared to the same period of 2024 due to unfavorable benefit experience in the critical illness, accident, and hospital

indemnity products. The benefit ratio for the individual disability product line was unfavorable in the second quarter of 2025 compared to the same period of 2024 due primarily to lower recoveries. The benefit ratio for the individual disability product line was favorable in the first six months of 2025 compared to the same period of 2024 due primarily to higher recoveries. The benefit ratio for the dental and vision product line was unfavorable in the second quarter and first six months of 2025 compared to the same periods of 2024 due primarily to higher claims incidence.

Commissions were higher in the second quarter and first six months of 2025 compared to the same periods of 2024 due primarily to the continued impacts from the recapture of a previously ceded block of business in the individual disability product line in the first quarter of 2025. The deferral of acquisition costs and the amortization of deferred acquisition costs were generally consistent in the second quarter and first six months of 2025 compared to the same periods of 2024. The other expense ratio was favorable in the second quarter and first six months of 2025 compared to the same periods of 2024 due to our focus on expense management and operating efficiencies.

***Sales***

*(in millions of dollars)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Sales by Product** | | | | | | |
| Group Disability and Group Life and AD&D | | | | | | |
| Group Long-term Disability | $ 45.1 | (30.4)% | $ 64.8 | $ 88.2 | (26.1)% | $ 119.4 |
| Group Short-term Disability | 39.3 | (7.1) | 42.3 | 71.2 | (9.0) | 78.2 |
| Group Life and AD&D | 77.2 | (5.7) | 81.9 | 121.6 | (2.5) | 124.7 |
| Subtotal | 161.6 | (14.5) | 189.0 | 281.0 | (12.8) | 322.3 |
| Supplemental and Voluntary | | | | | | |
| Voluntary Benefits | 62.2 | (21.8) | 79.5 | 185.1 | (1.2) | 187.4 |
| Individual Disability | 23.4 | (8.2) | 25.5 | 47.1 | 0.9 | 46.7 |
| Dental and Vision | 15.2 | (20.8) | 19.2 | 26.7 | (13.6) | 30.9 |
| Subtotal | 100.8 | (18.8) | 124.2 | 258.9 | (2.3) | 265.0 |
| **Total Sales** | $ 262.4 | (16.2) | $ 313.2 | $ 539.9 | (8.1) | $ 587.3 |
| | | | | | | |
| **Sales by Market Sector** | | | | | | |
| Group Disability and Group Life and AD&D | | | | | | |
| Core Market (< 2,000 employees) | $ 95.2 | (19.1)% | $ 117.7 | $ 166.1 | (14.8)% | $ 195.0 |
| Large Case Market | 66.4 | (6.9) | 71.3 | 114.9 | (9.7) | 127.3 |
| Subtotal | 161.6 | (14.5) | 189.0 | 281.0 | (12.8) | 322.3 |
| Supplemental and Voluntary | 100.8 | (18.8) | 124.2 | 258.9 | (2.3) | 265.0 |
| **Total Sales** | $ 262.4 | (16.2) | $ 313.2 | $ 539.9 | (8.1) | $ 587.3 |

Group sales decreased during the second quarter and first six months of 2025 compared to the same periods of 2024 due to lower sales to existing customers in the large case market, which we define as employee groups with greater than 2,000 employees, lower sales to new customers in the core market, as well as the impact of no sales of our medical stop-loss product in the first six months of 2025 as it was no longer actively marketed as of the third quarter of 2024. Partially offsetting the comparison for the second quarter of 2025 compared to the same period of 2024 was higher sales to new customers in the large case market. The sales mix in the group market sector for the first six months of 2025 was approximately 59 percent core market and 41 percent large case market.

Voluntary benefits sales decreased during the second quarter and first six months of 2025 compared to the same periods of 2024 due primarily to lower sales to new and existing customers in the large case market. Partially offsetting the comparison for the first six months of 2025 compared to the same period of 2024 is higher sales to new and existing customers in the core market. Individual disability sales, which are primarily concentrated in the multi-life market, decreased in the second quarter of 2025 compared to the same period of 2024 due to lower sales to new and existing customers. Individual disability sales increased

during the first six months of 2025 compared to the same period of 2024 primarily due to higher sales to new customers. Dental and vision sales decreased during the second quarter and first six months of 2025 compared to the same periods of 2024 due primarily to lower sales to new customers.

***Segment Outlook***

We remain committed to offering consumers a broad set of financial protection benefit products at the worksite. During 2025, we will continue to invest in a unique customer experience defined by simplicity, empathy, and deep industry expertise through the increased utilization of digital capabilities and technology to enhance enrollment, underwriting, the client administration experience, and claims processing. In addition, we will focus on strategically driven sales by enhancing the connectivity, alignment, and support for brokers and technology partners, including integration with human capital management systems. With respect to smaller employers, we will continue to provide a comprehensive set of consumer-focused products, enhance our distribution model, and utilize our digital tools to bring industry leading enrollment capabilities and a fully integrated customer experience. Our differentiated offerings and market leading leave management services provide substantial growth opportunities, particularly with larger employers, and stronger persistency in our core products. We believe our active client management, integrated customer experience across our product lines, and strong risk management, will enable us to continue to grow our market over the long-term.

We expect strong adjusted operating income in 2025 with premium growth driven by new sales and persistency. We expect the group disability market to remain competitive which may impact our pricing and renewal premium levels. We expect strong group disability claim experience to continue in 2025, driven by operational performance. We also expect group life claim experience to be mostly stable, but may experience some quarterly claims volatility. We expect a decline in our supplemental and voluntary line of business adjusted operating income following the closing of the reinsurance transaction with Fortitude Re. We expect a slight increase in our operating expense ratio as we continue to invest in our people and capabilities.

A rising interest rate environment could positively impact our yields on new investments, but could also increase unrealized losses in our current holdings. Alternatively, a declining interest rate environment could negatively impact yields on new investments, but could also reduce unrealized losses in our current holdings. Our net investment income may continue to be impacted by volatility in miscellaneous investment income.

As part of our discipline in pricing and reserving, we continuously monitor emerging claim trends and interest rates. We will continue to take appropriate pricing actions on new business and renewals that are reflective of the current environment.

We continuously monitor key indicators to assess our risks and adjust our business plans accordingly.

As previously discussed, we entered into a reinsurance agreement with Fortitude Re to cede a portion of our individual disability business. For further discussion, see “Executive Summary" contained herein in Item 2 and Note 14 of the "Notes to Consolidated Financial Statements" contained herein in Item 1.

**Unum International Segment**

The Unum International segment is comprised of our operations in both the United Kingdom and Poland. Our Unum UK products include insurance for group long-term disability, group life, and supplemental lines of business, which includes dental, critical illness, and individual disability products. Our Unum Poland products include insurance for individual and group life with accident and health riders. Unum International's products are sold primarily through field sales personnel and independent brokers and consultants.

***Operating Results***

Shown below are financial results and key performance indicators for the Unum International segment.

*(in millions of dollars)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Adjusted Operating Revenue** | | | | | | |
| Premium Income | | | | | | |
| Unum UK | | | | | | |
| Group Long-term Disability | $ 107.9 | 5.5 % | $ 102.3 | $ 208.1 | 1.1 % | $ 205.8 |
| Group Life | 68.1 | 39.5 | 48.8 | 129.7 | 33.0 | 97.5 |
| Supplemental | 47.0 | 15.8 | 40.6 | 88.9 | 6.2 | 83.7 |
| Unum Poland | 48.1 | 29.6 | 37.1 | 91.1 | 23.9 | 73.5 |
| Total Premium Income | 271.1 | 18.5 | 228.8 | 517.8 | 12.4 | 460.5 |
| Net Investment Income | 46.2 | 21.6 | 38.0 | 74.7 | 16.5 | 64.1 |
| Other Income | 0.3 | (40.0) | 0.5 | 0.4 | (50.0) | 0.8 |
| **Total** | 317.6 | 18.8 | 267.3 | 592.9 | 12.8 | 525.4 |
| | | | | | | |
| **Benefits and Expenses** | | | | | | |
| Policy Benefits | 189.3 | 21.9 | 155.3 | 362.2 | 13.5 | 319.2 |
| Policy Benefits - Remeasurement Loss (Gain) | 7.1 | N.M. | 0.9 | (1.7) | (76.1) | (7.1) |
| Commissions | 25.1 | 23.0 | 20.4 | 47.5 | 18.8 | 40.0 |
| Deferral of Acquisition Costs | (5.6) | 30.2 | (4.3) | (10.9) | 26.7 | (8.6) |
| Amortization of Deferred Acquisition Costs | 2.6 | 8.3 | 2.4 | 5.1 | 6.3 | 4.8 |
| Other Expenses | 57.5 | 14.8 | 50.1 | 110.4 | 13.6 | 97.2 |
| **Total** | 276.0 | 22.8 | 224.8 | 512.6 | 15.1 | 445.5 |
| | | | | | | |
| **Adjusted Operating Income** | $ 41.6 | (2.1) | $ 42.5 | $ 80.3 | 0.5 | $ 79.9 |

*N.M. = not a meaningful percentage*

***Foreign Currency Translation***

The functional currencies of Unum UK and Unum Poland are the British pound sterling and Polish zloty, respectively. Premium income, net investment income, claims, and expenses are received or paid in the functional currency, and we hold functional currency-denominated assets to support functional currency-denominated policy liabilities. We translate functional currency-denominated financial statement items into dollars for our consolidated financial reporting. We translate income statement items using an average exchange rate for the reporting period, and we translate balance sheet items using the exchange rate at the end of the period. We report unrealized foreign currency translation gains and losses in accumulated other comprehensive income in our consolidated balance sheets.

Fluctuations in exchange rates impact Unum International's reported financial results and our consolidated financial results. In periods when the functional currency strengthens relative to the preceding period, translation increases current period results

relative to the prior period. In periods when the functional currency weakens, translation decreases current period results relative to the prior period.

***Unum UK Operating Results***

Shown below are financial results and key performance indicators for the Unum UK product lines in functional currency.

*(in millions of pounds, except ratios)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Adjusted Operating Revenue** | | | | | | |
| Premium Income | | | | | | |
| Group Long-term Disability | £ 80.8 | (0.2)% | £ 81.0 | £ 160.2 | (1.5)% | £ 162.6 |
| Group Life | 50.9 | 31.5 | 38.7 | 99.8 | 29.4 | 77.1 |
| Supplemental | 35.2 | 9.7 | 32.1 | 68.4 | 3.5 | 66.1 |
| Total Premium Income | 166.9 | 9.9 | 151.8 | 328.4 | 7.4 | 305.8 |
| Net Investment Income | 31.9 | 14.3 | 27.9 | 52.0 | 12.3 | 46.3 |
| Other Income (Loss) | (0.1) | (100.0) | — | — | (100.0) | 0.1 |
| **Total** | 198.7 | 10.6 | 179.7 | 380.4 | 8.0 | 352.2 |
| | | | | | | |
| **Benefits and Expenses** | | | | | | |
| Policy Benefits | 120.1 | 14.4 | 105.0 | 235.6 | 8.8 | 216.6 |
| Policy Benefits - Remeasurement Loss (Gain) | 5.1 | N.M. | 0.5 | (2.0) | (68.3) | (6.3) |
| Commissions | 10.7 | 10.3 | 9.7 | 20.8 | 8.9 | 19.1 |
| Deferral of Acquisition Costs | (0.9) | — | (0.9) | (2.1) | 5.0 | (2.0) |
| Amortization of Deferred Acquisition Costs | 1.1 | (21.4) | 1.4 | 2.4 | (14.3) | 2.8 |
| Other Expenses | 33.2 | 5.4 | 31.5 | 66.8 | 9.0 | 61.3 |
| **Total** | 169.3 | 15.0 | 147.2 | 321.5 | 10.3 | 291.5 |
| | | | | | | |
| **Adjusted Operating Income** | £ 29.4 | (9.5) | £ 32.5 | £ 58.9 | (3.0) | £ 60.7 |
| | | | | | | |
| Weighted Average Pound/Dollar Exchange Rate | 1.333 | | 1.265 | 1.299 | | 1.265 |
| | | | | | | |
| Operating Ratios (% of Premium Income): | | | | | | |
| Benefit Ratio | 75.0 % | | 69.5 % | 71.1 % | | 68.8 % |
| Other Expense Ratio | 19.9 % | | 20.8 % | 20.3 % | | 20.0 % |
| Adjusted Operating Income Ratio | 17.6 % | | 21.4 % | 17.9 % | | 19.8 % |
| | | | | | | |
| Persistency: | | | | | | |
| Group Long-term Disability | | | | 92.3 % | | 92.7 % |
| Group Life | | | | 89.9 % | | 88.2 % |
| Supplemental | | | | 93.0 % | | 89.4 % |

*N.M. = not a meaningful percentage*

Premium income was higher in the second quarter and first six months of 2025 compared to the same periods of 2024 primarily due to in-force block growth in the group life and supplemental product lines.

Net investment income was higher in the second quarter and first six months of 2025 compared to the same periods of 2024 primarily due to higher income from inflation index-linked bonds. Our investments in inflation index-linked bonds support the claim liabilities associated with certain group policies that provide for inflation-linked increases in policy benefits. The change in net investment income attributable to these index-linked bonds is generally correlated to a change in policy benefits related to the inflation index-linked group long-term disability and group life policies.

The benefit ratio was unfavorable in the second quarter and first six months of 2025 compared to the same periods of 2024 due primarily to higher inflation-linked experience in benefits, partially offset by favorable incidence in the group life product line. Also impacting the comparison for the second quarter of 2025 compared to the same period of 2024 is higher incidence in the group long-term disability product line.

Commissions were higher in the second quarter and first six months of 2025 compared to the same periods of 2024 primarily due to in-force block growth.

The deferral of acquisition costs and the amortization of deferred acquisition costs were generally consistent in the second quarter and first six months of 2025 compared to the same periods of 2024. The other expense ratio was lower in the second quarter of 2025 compared to the same period of 2024 due primarily to our focus on operating efficiencies, and was generally consistent in the first six months of 2025 compared to the same period of 2024.

***Sales***

*(in millions of dollars and pounds)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Unum International Sales by Product** | | | | | | |
| Unum UK | | | | | | |
| Group Long-term Disability | $ 14.1 | (16.1)% | $ 16.8 | $ 21.1 | (33.9)% | $ 31.9 |
| Group Life | 24.9 | (5.0) | 26.2 | 35.9 | (0.6) | 36.1 |
| Supplemental | 11.9 | (6.3) | 12.7 | 20.6 | (18.6) | 25.3 |
| Unum Poland | 14.1 | 64.0 | 8.6 | 24.3 | 46.4 | 16.6 |
| **Total Sales** | $ 65.0 | 1.1 | $ 64.3 | $ 101.9 | (7.3) | $ 109.9 |
| **Unum International Sales by Market Sector** | | | | | | |
| Unum UK | | | | | | |
| Group Long-term Disability and Group Life | | | | | | |
| Core Market (< 500 employees) | $ 13.5 | 18.4 % | $ 11.4 | $ 24.7 | 19.3 % | $ 20.7 |
| Large Case Market | 25.5 | (19.3) | 31.6 | 32.3 | (31.7) | 47.3 |
| Subtotal | 39.0 | (9.3) | 43.0 | 57.0 | (16.2) | 68.0 |
| Supplemental | 11.9 | (6.3) | 12.7 | 20.6 | (18.6) | 25.3 |
| Unum Poland | 14.1 | 64.0 | 8.6 | 24.3 | 46.4 | 16.6 |
| **Total Sales** | $ 65.0 | 1.1 | $ 64.3 | $ 101.9 | (7.3) | $ 109.9 |
| **Unum UK Sales by Product** | | | | | | |
| Group Long-term Disability | £ 10.6 | (20.9)% | £ 13.4 | £ 16.2 | (36.0)% | £ 25.3 |
| Group Life | 18.8 | (9.6) | 20.8 | 27.5 | (3.8) | 28.6 |
| Supplemental | 8.9 | (11.9) | 10.1 | 15.9 | (20.5) | 20.0 |
| **Total Sales** | £ 38.3 | (13.5) | £ 44.3 | £ 59.6 | (19.4) | £ 73.9 |
| **Unum UK Sales by Market Sector** | | | | | | |
| Group Long-term Disability and Group Life | | | | | | |
| Core Market (< 500 employees) | £ 10.1 | 12.2 % | £ 9.0 | £ 19.0 | 15.9 % | £ 16.4 |
| Large Case Market | 19.3 | (23.4) | 25.2 | 24.7 | (34.1) | 37.5 |
| Subtotal | 29.4 | (14.0) | 34.2 | 43.7 | (18.9) | 53.9 |
| Supplemental | 8.9 | (11.9) | 10.1 | 15.9 | (20.5) | 20.0 |
| **Total Sales** | £ 38.3 | (13.5) | £ 44.3 | £ 59.6 | (19.4) | £ 73.9 |

The following discussion of sales results relates to our Unum UK product lines based on functional currency.

Unum UK group long-term disability sales decreased in the second quarter of 2025 and in the first six months of 2025 compared to the same periods of 2024, driven primarily by lower sales to new and existing customers in the large case market, which we define as employee groups with more than 500 employees, and lower sales to existing customers in the core market.

Unum UK group life sales decreased in the second quarter and first six months of 2025 compared to the same periods of 2024 due to lower sales to new customers in the large case market, partially offset by higher sales to new customers in the core market.

Unum UK supplemental sales decreased in the second quarter and first six months of 2025 compared to the same periods of 2024 due to lower sales in our dental product line, partially offset by higher sales in our group critical illness product line.

***Segment Outlook***

We are committed to driving growth in the Unum International segment and will build on the capabilities that we believe will generate growth and profitability in our businesses over the long term. In 2025, we will focus on scaling our business and broadening our product portfolio. For our Unum UK line of business, we will continue to focus on delivering a best in class health and wellbeing service to improve retention of our key customers and drive growth across our product offerings. We will also accelerate premium growth by focusing on both the broker experience and customer engagement, while maintaining our disciplined approach to pricing. Within our Unum Poland line of business, we will drive growth by continuing to expand our existing distribution channels. We will also continue to invest in digital capabilities, technology, and product enhancements which we believe will drive sustainable growth over the long term.

In 2025, we expect growth in adjusted operating income with continued sales and premium growth. We continuously monitor key indicators to assess our risks and adjust our business plans accordingly.

**Colonial Life Segment**

The Colonial Life segment includes insurance for accident, sickness, and disability products, which includes dental and vision products, life products, and cancer and critical illness products. These products are marketed to employees, on both a group and an individual basis, at the workplace through an independent contractor agent sales force and brokers.

***Operating Results***

Shown below are financial results and key performance indicators for the Colonial Life segment.

*(in millions of dollars, except ratios)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Adjusted Operating Revenue** | | | | | | |
| Premium Income | | | | | | |
| Accident, Sickness, and Disability | $ 249.1 | 3.1 % | $ 241.7 | $ 496.2 | 2.3 % | $ 484.9 |
| Life | 122.1 | 6.0 | 115.2 | 242.0 | 5.4 | 229.5 |
| Cancer and Critical Illness | 90.9 | 1.8 | 89.3 | 181.2 | 1.4 | 178.7 |
| Total Premium Income | 462.1 | 3.6 | 446.2 | 919.4 | 2.9 | 893.1 |
| Net Investment Income | 42.6 | 5.2 | 40.5 | 84.8 | 6.3 | 79.8 |
| Other Income | 0.3 | 50.0 | 0.2 | 0.7 | (78.1) | 3.2 |
| **Total** | 505.0 | 3.7 | 486.9 | 1,004.9 | 3.0 | 976.1 |
| | | | | | | |
| **Benefits and Expenses** | | | | | | |
| Policy Benefits | 226.0 | 1.4 | 222.9 | 452.6 | 0.7 | 449.6 |
| Policy Benefits - Remeasurement Gain | (2.8) | (70.5) | (9.5) | (11.3) | (40.8) | (19.1) |
| Commissions | 98.6 | 4.9 | 94.0 | 195.9 | 3.5 | 189.2 |
| Deferral of Acquisition Costs | (83.6) | 6.8 | (78.3) | (166.2) | 5.5 | (157.6) |
| Amortization of Deferred Acquisition Costs | 58.0 | 6.8 | 54.3 | 115.7 | 6.8 | 108.3 |
| Other Expenses | 91.4 | 5.5 | 86.6 | 185.1 | 5.7 | 175.1 |
| **Total** | 387.6 | 4.8 | 370.0 | 771.8 | 3.5 | 745.5 |
| | | | | | | |
| **Adjusted Operating Income** | $ 117.4 | 0.4 | $ 116.9 | $ 233.1 | 1.1 | $ 230.6 |
| | | | | | | |
| Operating Ratios (% of Premium Income): | | | | | | |
| Benefit Ratio | 48.3 % | | 47.8 % | 48.0 % | | 48.2 % |
| Other Expense Ratio | 19.8 % | | 19.4 % | 20.1 % | | 19.6 % |
| Adjusted Operating Income Ratio | 25.4 % | | 26.2 % | 25.4 % | | 25.8 % |
| | | | | | | |
| Persistency: | | | | | | |
| Accident, Sickness, and Disability | | | | 74.2 % | | 73.4 % |
| Life | | | | 84.1 % | | 84.8 % |
| Cancer and Critical Illness | | | | 82.5 % | | 82.0 % |

Premium income in the second quarter and first six months of 2025 was higher compared to the same periods of 2024 due to prior period sales and favorable overall persistency. Net investment income increased during the second quarter and first six months of 2025 relative to the same periods of 2024 due to an increase in the level of invested assets and an increase in the yield on invested assets.

The benefit ratio was unfavorable in the second quarter of 2025 relative to the same period of 2024 primarily due to unfavorable benefit experience in the accident, sickness, and disability product line. The benefit ratio was favorable in the first

six months of 2025 relative to the same period of 2024 primarily due to favorable benefit experience in the life product line, partially offset by unfavorable benefit experience in the accident, sickness and disability product line.

Commissions were higher in the second quarter and first six months of 2025 relative to the same periods of 2024 due to prior period sales. The deferral of acquisition costs was higher in the second quarter and the first six months of 2025 relative to the same periods of 2024 due to the increase in commissions and other sales-related costs. The amortization of deferred acquisition costs was higher during the second quarter and the first six months of 2025 relative to the same periods of 2024 primarily due to growth in the level of the deferred asset. The other expense ratio increased in the second quarter and first six months of 2025 relative to the same periods of 2024 due primarily to an increase in employee-related costs and an increase in operational investments in our business.

***Sales***

*(in millions of dollars)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Sales by Product** | | | | | | |
| Accident, Sickness, and Disability | $ 78.0 | 2.9 % | $ 75.8 | $ 144.2 | 2.7 % | $ 140.4 |
| Life | 30.5 | 2.3 | 29.8 | 55.5 | 1.6 | 54.6 |
| Cancer and Critical Illness | 18.0 | 4.0 | 17.3 | 32.1 | 3.9 | 30.9 |
| **Total Sales** | $ 126.5 | 2.9 | $ 122.9 | $ 231.8 | 2.6 | $ 225.9 |
| | | | | | | |
| **Sales by Market Sector** | | | | | | |
| Commercial Sector | | | | | | |
| Core Market (< 1,000 employees) | $ 79.3 | 0.6 % | $ 78.8 | $ 149.1 | (0.9)% | $ 150.5 |
| Large Case Market | 14.3 | 18.2 | 12.1 | 23.6 | 10.8 | 21.3 |
| Subtotal | 93.6 | 3.0 | 90.9 | 172.7 | 0.5 | 171.8 |
| Public Sector | 32.9 | 2.8 | 32.0 | 59.1 | 9.2 | 54.1 |
| **Total Sales** | $ 126.5 | 2.9 | $ 122.9 | $ 231.8 | 2.6 | $ 225.9 |

Commercial sector sales increased in the second quarter of 2025 compared to the same period of 2024 due primarily to higher sales to new customers in the core market, which we define as accounts with less than 1,000 employees, and higher sales to new and existing customers in the large case market, partially offset by lower sales to existing customers in the core market. Commercial sector sales increased in the first six months of 2025 compared to the same period of 2024 due primarily to higher sales to new customers in the large case market, partially offset by lower sales to existing customers in the core market. Public sector sales increased in the second quarter and first six months of 2025 compared to the same periods of 2024 due to higher sales to existing customers. Public sector sales for the first six months of 2025 compared to the same period of 2024 also increased due to higher sales to new customers.

***Segment Outlook***

We remain committed to providing employees and their families with simple, modern, and personal benefit solutions. During 2025, we will continue to utilize our strong distribution system of independent agents, benefit counselors and broker partnerships. We will also continue to invest in solutions and digital capabilities to expand our reach and effectiveness, driving growth and improving productivity while enhancing the customer experience. In 2025, we will continue to bring an enhanced engagement and enrollment platform to market, enabling deeper connections with employees through the enrollment process as well as maintaining stronger relationships throughout the customer lifecycle. We believe our distribution system, customer service capabilities, digital and virtual tools, and ability to serve all market sizes position us well for future growth.

In 2025, we expect growth in adjusted operating income for the full year with strong sales growth, continued premium growth and stable claim experience. We continuously monitor key indicators to assess our risks and adjust our business plans accordingly.

**Closed Block Segment**

The Closed Block segment consists of group and individual long-term care and other insurance products no longer actively marketed. We discontinued offering individual long-term care in 2009 and group long-term care in 2012. Other insurance products include individual disability, group pension, individual life and corporate-owned life insurance, reinsurance pools and management operations, and other miscellaneous product lines.

***Operating Results***

Shown below are financial results and key performance indicators for the Closed Block segment.

*(in millions of dollars, except ratios)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Adjusted Operating Revenue** | | | | | | |
| Premium Income | | | | | | |
| Long-term Care | $ 175.9 | 1.5 % | $ 173.3 | $ 352.1 | 1.2 % | $ 347.8 |
| All Other | 40.3 | (16.0) | 48.0 | 82.1 | (16.1) | 97.8 |
| Total Premium Income | 216.2 | (2.3) | 221.3 | 434.2 | (2.6) | 445.6 |
| Net Investment Income | 284.5 | (3.3) | 294.2 | 554.2 | (2.3) | 567.3 |
| Other Income | 12.1 | (0.8) | 12.2 | 22.0 | (13.0) | 25.3 |
| **Total** | 512.8 | (2.8) | 527.7 | 1,010.4 | (2.7) | 1,038.2 |
| | | | | | | |
| **Benefits and Expenses** | | | | | | |
| Policy Benefits | 418.7 | 2.4 | 408.9 | 840.9 | 1.4 | 829.6 |
| Policy Benefits - Remeasurement Loss | 45.6 | 86.9 | 24.4 | 49.0 | 4.9 | 46.7 |
| Commissions | 16.0 | (9.1) | 17.6 | 33.9 | (0.9) | 34.2 |
| Other Expenses | 43.3 | 1.9 | 42.5 | 89.4 | 3.1 | 86.7 |
| **Total** | 523.6 | 6.1 | 493.4 | 1,013.2 | 1.6 | 997.2 |
| | | | | | | |
| **Income (Loss) Before Income Tax and Net Investment Gains and Losses** | (10.8) | (131.5) | 34.3 | (2.8) | (106.8) | 41.0 |
| Amortization of the Cost of Reinsurance | 9.7 | (5.8) | 10.3 | 19.3 | (6.8) | 20.7 |
| Non-Contemporaneous Reinsurance | 5.0 | (28.6) | 7.0 | 11.8 | (16.9) | 14.2 |
| **Adjusted Operating Income** | $ 3.9 | (92.4) | $ 51.6 | $ 28.3 | (62.7) | $ 75.9 |
| | | | | | | |
| Long-term Care Net Premium Ratio | | | | 94.9 % | | 93.7 % |
| | | | | | | |
| Operating Ratios (% of Premium Income): | | | | | | |
| Other Expense Ratio[1] | 15.5 % | | 14.6 % | 16.1 % | | 14.8 % |
| Income (Loss) Ratio | (5.0)% | | 15.5 % | (0.6)% | | 9.2 % |
| Adjusted Operating Income Ratio | 1.8 % | | 23.3 % | 6.5 % | | 17.0 % |
| | | | | | | |
| Long-term Care Persistency | | | | 95.3 % | | 95.3 % |

[1]Excludes amortization of the cost of reinsurance.

Premium income for the long-term care product line in the second quarter and first six months of 2025 was generally consistent with the same periods of 2024. Premium income for our all other product line continues to decline as expected due to policyholder lapses.

Net investment income was lower during the second quarter and first six months of 2025 relative to the same periods of 2024 primarily due to lower miscellaneous investment income, primarily related to smaller increases in the NAV on our private equity partnerships, and a decrease in the level of invested assets, partially offset by an increase in yield on invested assets.

Other income primarily includes the underlying results and associated net investment income of certain assumed blocks of business.

Policy benefits including remeasurement loss, excluding the impacts of non-contemporaneous reinsurance, were higher in the second quarter and first six months of 2025 compared to the same periods of 2024 driven primarily by lower claimant mortality and an increase in the current period benefit expense resulting from the higher net premium ratio and the impact of capped cohorts in the long-term care product line. Also impacting the second quarter of 2025 compared to the same period of 2024 was higher average new claim size in the long-term care product line. The net premium ratio for long-term care increased to 94.9 percent at June 30, 2025 from 93.7 percent at June 30, 2024 due primarily to unfavorable incidence and the impact of the reserve assumption updates in the third quarter of 2024.

The other expense ratio, excluding the amortization of the cost of reinsurance, was higher in the second quarter and first six months of 2025 compared to the same periods of 2024 due primarily to an increase in operational investments in our business.

*Individual Disability Reinsurance Transaction*

As shown in the chart above, we exclude from income before income tax and net investment gains and losses, the amortization of the cost of reinsurance and the impact of non-contemporaneous reinsurance related to the Closed Block individual disability reinsurance transaction, where we ceded a significant portion of this business. The cost of reinsurance continues to be amortized over a remaining period of approximately 21 years, on a declining trajectory generally consistent with the expected run-off pattern of the ceded reserves. As a result of the execution of the second phase of the reinsurance transaction occurring after January 1, 2021, the transition date of ASU 2018-12, in accordance with the provisions of the ASU related to non-contemporaneous reinsurance, we were required to establish the ceded reserves using an upper-medium grade fixed-income instrument as of the reinsurance transaction date in March 2021 which resulted in higher ceded reserves compared to that which was reported historically. However, the direct reserves for the block reinsured in the second phase were calculated using the original discount rate utilized as of the transition date. Both the direct and ceded reserves are then remeasured at each reporting period using a current discount rate reflective of an upper-medium grade fixed-income instrument, with the changes recognized in OCI. While the total equity impact is neutral, the different original discount rates utilized for direct and ceded reserves result in disproportionate earnings impacts. The impact of non-contemporaneous reinsurance will fluctuate depending on the magnitude of reserve changes during the period. The decrease in the effects of non-contemporaneous reinsurance treatment in the second quarter and first six months of 2025 compared to the same periods of 2024 is due to expected run out of the ceded block which resulted in a smaller net change in reserves in the second quarter and first six months of 2025 compared to the same periods of 2024.

***Segment Outlook***

We will continue to execute on our well-defined strategy of implementing long-term care premium rate increases, efficient capital management, improved financial analysis, and operational effectiveness. In regard to capital management, we will continue to explore, and execute where appropriate, structural and reinsurance options to enhance financial flexibility. We continue to file requests with various state insurance departments for premium rate increases on certain of our individual and group long-term care policies which reflect assumptions as of the date of filings. In states for which a rate increase is submitted and approved, we routinely provide customers options for coverage changes or other approaches that might fit their current financial and insurance needs. Despite continued anticipated premium rate increases in our long-term care business, we expect overall premium income and adjusted operating revenue to decline over the long term as these closed blocks of business wind down. We will likely experience volatility in net investment income due to fluctuations of miscellaneous investment income, driven by the allocation towards alternative assets, primarily private equity partnership investments, in the long-term care product line portfolio. We record changes in our share of the NAV of the partnerships in net investment income. We receive financial information related to our investments in partnerships and generally record investment income on a one-quarter lag in accordance with our accounting policy. As these NAVs are volatile and can fluctuate materially with changes in market economic conditions, there may possibly be significant movements up or down in future periods as conditions change. We continuously monitor key indicators to assess our risks and adjust our business plans, including utilization of derivative financial instruments to manage interest rate risk.

Profitability of our long-tailed products is affected by claims experience related to mortality, morbidity, resolutions, investment returns, premium rate increases, and persistency. The net premium ratio represents the ratio of future expected benefits and related expenses to future expected gross premiums using the original discount rate. Long-term care benefits experience may continue to have quarterly volatility, particularly in the near term as our claim block matures and as we continue the implementation of premium rate increases. Claim resolution rates which reflect the probability that a disability or long-term care claim will close due to recovery or death of the insureds, are very sensitive to operational and external factors and can be

volatile. Our claim resolution rate assumption used in determining reserves is our expectation of the resolution rate we will experience over the life of the block of business and will vary from actual experience in any one period. It is possible that variability in any of our reserve assumptions, including, but not limited to, mortality, morbidity, resolutions, premium rate increases, benefit change elections, and persistency, could result in a material impact to our reserves.

As a result of the execution of the reinsurance transaction related to our Closed Block individual disability line of business, we have fully ceded a significant portion of this business.

As previously discussed, we entered into a reinsurance agreement with Fortitude Re to cede a portion of our long-term care business. For further discussion, see “Executive Summary" contained herein in Item 2 and Note 14 of the “Notes to Consolidated Financial Statements” contained herein in Item 1.

**Corporate Segment**

The Corporate segment includes investment income on corporate assets not specifically allocated to a line of business, interest expense on corporate debt, and certain other corporate income and expenses not allocated to a line of business.

***Operating Results***

*(in millions of dollars)*

| | Three Months Ended June 30 | | | Six Months Ended June 30 | | |
|---|---|---|---|---|---|---|
| | 2025 | % Change | 2024 | 2025 | % Change | 2024 |
| **Adjusted Operating Revenue** | | | | | | |
| Net Investment Income | $ 32.3 | 125.9 % | $ 14.3 | $ 56.2 | 74.0 % | $ 32.3 |
| Other Income (Loss) | (0.3) | (175.0) | 0.4 | (0.3) | (127.3) | 1.1 |
| **Total** | 32.0 | 117.7 | 14.7 | 55.9 | 67.4 | 33.4 |
| | | | | | | |
| Interest, Debt, and Other Expenses | 63.7 | 6.2 | 60.0 | 128.7 | 3.1 | 124.8 |
| | | | | | | |
| **Adjusted Operating Loss** | $ (31.7) | (30.0) | $ (45.3) | $ (72.8) | (20.4) | $ (91.4) |

Adjusted operating loss decreased in the second quarter and first six months of 2025 relative to the same periods of 2024 due primarily to increased net investment income, which was driven by an increase in miscellaneous investment income and an increase in the level of invested assets.

***Segment Outlook***

We expect to continue to generate excess capital on an annual basis through the statutory earnings in our insurance subsidiaries and believe we are well positioned with flexibility to preserve our capital strength while also returning capital to our shareholders. We may experience volatility in net investment income due to changes in the prevailing interest rates, miscellaneous investment income, and the composition and level of invested assets.

**Investments**

***Overview***

Investment activities are an integral part of our business, and profitability is significantly affected by investment results. We segment our invested assets into portfolios that support our various product lines. Generally, our investment strategy for our portfolios is to match the effective asset cash flows and durations with related expected liability cash flows and durations to consistently meet the liability funding requirements of our businesses and to manage interest rate risk. We seek to earn investment income while assuming credit risk in a prudent and selective manner, subject to constraints of quality, liquidity, diversification, and regulatory considerations. Our overall investment philosophy is to invest in a portfolio of high quality assets that provide investment returns consistent with that assumed in the pricing of our insurance products. Assets are invested predominantly in fixed maturity securities.

We may redistribute investments among our different lines of business or sell selected securities and reinvest the proceeds, when necessary, to adjust the cash flow and/or duration of the asset portfolios to better match the cash flow and duration of the liability portfolios. Asset and liability portfolio modeling is updated on a quarterly basis and is used as part of the overall interest rate risk management strategy. Cash flows from the in-force asset and liability portfolios are projected at current interest rate levels and at levels reflecting an increase and a decrease in interest rates to obtain a range of projected cash flows under the different interest rate scenarios. These results enable us to assess the impact of projected changes in cash flows and duration resulting from potential changes in interest rates. Testing the asset and liability portfolios under various interest rate scenarios enables us to choose what we believe to be the most appropriate investment strategy, as well as to limit the risk of disadvantageous outcomes. Although we test the asset and liability portfolios under various interest rate scenarios as part of our modeling, the majority of our liabilities related to insurance contracts are not interest rate sensitive, and we therefore have minimal exposure to policy withdrawal risk. Our determination of investment strategy relies on long-term measures such as asset adequacy analysis and the relationship between the portfolio yields supporting our various product lines and the aggregate

discount rate assumptions embedded in the reserves. We also use this analysis in determining hedging strategies and utilizing derivative financial instruments for managing interest rate risk and the risk related to matching duration for our assets and liabilities. We do not use derivative financial instruments for speculative purposes.

Our investment portfolio is well diversified by type of investment and industry sector. We have established an investment strategy that we believe will provide for adequate cash flows from operations and allow us to hold our securities through periods where significant decreases in fair value occur. We believe our emphasis on risk management in our investment portfolio has positioned us well and generally reduced the volatility in our results.

***Reinsurance Transactions***

As a part of the reinsurance agreement with Fortitude Re, which closed during July 2025, we transferred fixed maturity securities and cash to Fortitude Re. The fixed maturity securities had an amortized cost of $3,096.3 million and a fair value of $3,224.5 million as of June 30, 2025. We recognized impairment losses totaling $152.4 million and $8.5 million during the first and second quarter of 2025, respectively, based on our intent to transfer these assets. In preparation for the anticipated transaction, fixed maturity securities with a fair value of $151.6 million and amortized cost of $175.1 million were sold during the first quarter of 2025, resulting in a $23.5 million net loss. Although we transferred a significant portion of our fixed maturity securities portfolio as part of this transaction, the overall credit profile of our remaining portfolio did not change. See "Executive Summary" for further information on the anticipated reinsurance transaction contained herein in this Item 2.

In February 2025, First Unum Life Insurance Company (First Unum), a wholly owned insurance subsidiary, entered into a reinsurance agreement with Provident, a wholly owned insurance subsidiary, to cede, on a coinsurance with funds withheld basis, 100 percent of the long-term care business of First Unum effective January 1, 2025. Also, in February 2025, First Unum received regulatory approval for, and paid, an extraordinary dividend of $630 million to Unum Group. As a part of the funding of the dividend, fixed maturity securities with a fair value of $81.8 million and an amortized cost of $100.9 million were sold, resulting in a $19.1 million net loss.

***Fixed Maturity Securities***

The fair values and associated unrealized gains and losses of our fixed maturity securities portfolio, by industry classification, are as follows:

**Fixed Maturity Securities - By Industry Classification**
**As of June 30, 2025**

*(in millions of dollars)*

| Classification | Fair Value | Net Unrealized Gain (Loss) | Fair Value with Gross Unrealized Loss | Gross Unrealized Loss | Fair Value with Gross Unrealized Gain | Gross Unrealized Gain |
|---|---|---|---|---|---|---|
| Basic Industry | $ 2,410.8 | $ (91.8) | $ 1,360.1 | $ 136.7 | $ 1,050.7 | $ 44.9 |
| Capital Goods | 3,287.0 | (95.1) | 1,699.6 | 179.8 | 1,587.4 | 84.7 |
| Communications | 2,174.7 | (49.8) | 964.1 | 150.4 | 1,210.6 | 100.6 |
| Consumer Cyclical | 1,358.8 | (88.2) | 997.5 | 110.5 | 361.3 | 22.3 |
| Consumer Non-Cyclical | 6,306.3 | (428.6) | 3,976.7 | 564.3 | 2,329.6 | 135.7 |
| Energy | 2,529.0 | 27.9 | 774.1 | 82.5 | 1,754.9 | 110.4 |
| Financial Institutions | 3,932.2 | (280.0) | 3,000.4 | 311.3 | 931.8 | 31.3 |
| Mortgage/Asset-Backed[1] | 1,093.2 | (17.6) | 540.0 | 24.5 | 553.2 | 6.9 |
| Sovereigns | 873.2 | (159.1) | 423.7 | 173.1 | 449.5 | 14.0 |
| Technology | 1,346.4 | (105.1) | 982.8 | 117.5 | 363.6 | 12.4 |
| Transportation | 1,606.2 | (104.6) | 1,047.4 | 129.9 | 558.8 | 25.3 |
| U.S. Government Agencies and Municipalities | 3,721.5 | (469.5) | 2,370.1 | 553.9 | 1,351.4 | 84.4 |
| Public Utilities | 5,326.7 | (142.0) | 2,383.3 | 322.2 | 2,943.4 | 180.2 |
| Total | $ 35,966.0 | $ (2,003.5) | $ 20,519.8 | $ 2,856.6 | $ 15,446.2 | $ 853.1 |

[1]Includes credit-tranched securities collateralized by loan obligations, auto loans, and other asset types

The following two tables show the length of time our investment-grade and below-investment-grade fixed maturity securities portfolios had been in a gross unrealized loss position as of June 30, 2025 and at the end of the prior four quarters. The relationships of the current fair value to amortized cost are not necessarily indicative of the fair value to amortized cost relationships for the securities throughout the entire time that the securities have been in an unrealized loss position nor are they necessarily indicative of the relationships after June 30, 2025. The decrease in the net unrealized loss on fixed maturity securities during the second quarter of 2025 was due primarily to the tightening of credit spreads.

**Unrealized Loss on Investment-Grade Fixed Maturity Securities**
**Length of Time in Unrealized Loss Position**

*(in millions of dollars)*

| | 2025 | | 2024 | | |
|---|---|---|---|---|---|
| | June 30 | March 31 | December 31 | September 30 | June 30 |
| *Fair Value < 100% >= 70% of Amortized Cost* | | | | | |
| <= 90 days | $ 11.1 | $ 38.1 | $ 188.9 | $ 11.8 | $ 31.4 |
| > 90 <= 180 days | 37.1 | 111.7 | 56.6 | 1.2 | 74.6 |
| > 180 <= 270 days | 93.1 | 46.0 | 1.1 | 5.1 | 28.6 |
| > 270 days <= 1 year | 65.5 | 1.1 | 13.2 | 3.3 | 6.4 |
| > 1 year <= 2 years | 28.6 | 42.9 | 58.8 | 24.9 | 286.2 |
| > 2 years <= 3 years | 179.0 | 342.4 | 1,553.6 | 1,708.4 | 2,019.4 |
| > 3 years | 1,553.8 | 1,467.7 | 497.6 | 202.0 | 60.8 |
| Sub-total | 1,968.2 | 2,049.9 | 2,369.8 | 1,956.7 | 2,507.4 |
| *Fair Value < 70% >= 40% of Amortized Cost* | | | | | |
| <= 90 days | — | — | — | — | 0.1 |
| > 90 <= 180 days | — | 3.9 | — | — | — |
| > 180 <= 270 days | 4.1 | — | — | — | — |
| > 1 year <= 2 years | 1.0 | — | — | 28.4 | 33.3 |
| > 2 years <= 3 years | 54.1 | 53.7 | 326.1 | 232.8 | 597.2 |
| > 3 years | 719.2 | 674.8 | 498.4 | 62.3 | 61.8 |
| Sub-total | 778.4 | 732.4 | 824.5 | 323.5 | 692.4 |
| *Fair Value < 40% of Amortized Cost* | | | | | |
| > 180 <= 270 days | — | — | 2.0 | — | — |
| > 270 days <= 1 year | — | 2.0 | 2.0 | — | — |
| > 1 year <= 2 years | — | 1.9 | — | — | — |
| > 2 years <= 3 years | — | 36.6 | 34.9 | 28.6 | 27.2 |
| > 3 years | 51.2 | 10.5 | 3.0 | — | — |
| Sub-total | 51.2 | 51.0 | 41.9 | 28.6 | 27.2 |
| Total | $ 2,797.8 | $ 2,833.3 | $ 3,236.2 | $ 2,308.8 | $ 3,227.0 |

**Unrealized Loss on Below-Investment-Grade Fixed Maturity Securities**
**Length of Time in Unrealized Loss Position**

*(in millions of dollars)*

| | 2025 | | 2024 | | |
|---|---|---|---|---|---|
| | June 30 | March 31 | December 31 | September 30 | June 30 |
| *Fair Value < 100% >= 70% of Amortized Cost* | | | | | |
| <= 90 days | $ 0.3 | $ 3.4 | $ 4.8 | $ 0.3 | $ 0.4 |
| > 90 <= 180 days | 0.8 | 3.9 | 1.2 | — | 0.7 |
| > 180 <= 270 days | 3.8 | 0.4 | — | — | 0.9 |
| > 270 days <= 1 year | 0.1 | — | 0.1 | — | — |
| > 1 year <= 2 years | 0.1 | 0.1 | 0.1 | — | 0.9 |
| > 2 years <= 3 years | — | 9.4 | 38.2 | 38.6 | 51.7 |
| > 3 years | 41.9 | 31.3 | 13.4 | 11.7 | — |
| Sub-total | 47.0 | 48.5 | 57.8 | 50.6 | 54.6 |
| *Fair Value < 70% >= 40% of Amortized Cost* | | | | | |
| > 2 years <= 3 years | — | — | 16.4 | 14.7 | 25.6 |
| > 3 years | 8.0 | 19.0 | 3.3 | — | 12.3 |
| Sub-total | 8.0 | 19.0 | 19.7 | 14.7 | 37.9 |
| *Fair Value <= 40% of Amortized Cost* | | | | | |
| > 1 year <= 2 years | — | — | — | — | 0.1 |
| > 3 years | 3.8 | 0.3 | 0.3 | 0.3 | 0.2 |
| Sub-total | 3.8 | 0.3 | 0.3 | 0.3 | 0.3 |
| Total | $ 58.8 | $ 67.8 | $ 77.8 | $ 65.6 | $ 92.8 |

As of June 30, 2025, we held 45 investment-grade fixed maturity securities with a gross unrealized loss of $10.0 million or greater as shown in the chart below.

**Gross Unrealized Losses $10 Million or Greater on Investment-Grade Fixed Maturity Securities**
**As of June 30, 2025**

*(in millions of dollars)*

| Classification | Fair Value | Gross Unrealized Loss | Numbers of Issuers |
|---|---|---|---|
| Basic Industry | $ 211.9 | $ (48.7) | 4 |
| Capital Goods | 136.9 | (35.5) | 3 |
| Communications | 370.6 | (82.2) | 6 |
| Consumer Cyclical | 279.7 | (56.0) | 4 |
| Consumer Non-Cyclical | 494.8 | (87.6) | 7 |
| Energy | 128.7 | (23.1) | 2 |
| Financial Institutions | 227.1 | (51.3) | 4 |
| Sovereigns | 377.3 | (157.3) | 2 |
| Technology | 217.4 | (34.5) | 3 |
| Transportation | 152.1 | (48.0) | 4 |
| U.S. Government Agencies and Municipalities | 28.7 | (10.7) | 1 |
| Public Utilities | 327.1 | (82.1) | 5 |
| Total | $ 2,952.3 | $ (717.0) | 45 |

At June 30, 2025, we held one below investment-grade fixed maturity security with a gross unrealized loss greater than $10.0 million. The security is a utilities company and had a fair value of $34.4 million and a gross unrealized loss of $10.9 million.

Unrealized losses on investment-grade fixed maturity securities principally relate to changes in interest rates or changes in market or sector credit spreads which occurred subsequent to the acquisition of the securities. Below-investment-grade fixed maturity securities are generally more likely to develop credit concerns than investment-grade securities. At June 30, 2025, the unrealized losses in our below-investment-grade fixed maturity securities were generally due to higher interest rates, credit spreads in certain industries or sectors and, to a lesser extent, credit concerns related to specific securities. For each specific security in an unrealized loss position, we believe that there are positive factors which mitigate credit concerns and that the securities for which we have not recorded a credit loss will recover in value. We have the ability and intent to continue to hold these securities to recovery of amortized cost less allowance for credit losses.

During the second quarter of 2025, we recognized a realized loss of $13.4 million on the sale of fixed maturity securities from a single issuer in the communications sector. We had no other individual net investment losses of $10.0 million or greater from credit losses or sales of fixed maturity securities during the first six months of 2025 or 2024.

As of June 30, 2025, the amortized cost, net of allowance for credit losses, and fair value of our below-investment-grade fixed maturity securities was $1,485.5 million and $1,452.2 million, respectively, and our below-investment-grade fixed maturity securities as a percentage of our total investment portfolio decreased to 3.2 percent at June 30, 2025 from 3.3 percent at December 31, 2024 on a fair value basis. Below-investment-grade securities are inherently riskier than investment-grade securities since the risk of default by the issuer, by definition and as exhibited by bond rating, is higher. Also, the secondary market for certain below-investment-grade issues can be highly illiquid. Additional downgrades may occur, but we do not anticipate any liquidity problems resulting from our investments in below-investment-grade securities, nor do we expect these investments to adversely affect our ability to hold our other investments to maturity.

***Fixed Maturity Securities - Foreign Exposure***

Our investments in issuers in foreign countries are chosen for specific portfolio management purposes, including asset and liability management and portfolio diversification across geographic lines and sectors to minimize non-market risks. In our approach to investing in fixed maturity securities, specific investments within approved countries and industry sectors are evaluated for their market position and specific strengths and potential weaknesses. For each security, we consider the political, legal, and financial environment of the sovereign entity in which an issuer is domiciled and operates. The country of domicile is based on consideration of the issuer's headquarters, in addition to location of the assets and the country in which the majority of sales and earnings are derived. We do not have exposure to foreign currency risk, as the cash flows from these investments are either denominated in currencies or hedged into currencies to match the related liabilities. We continually evaluate our foreign investment risk exposure.

***Mortgage Loans***

The carrying value of our mortgage loan portfolio was $2,172.5 million and $2,224.5 million at June 30, 2025 and December 31, 2024, respectively. Our investments in mortgage loans are carried at amortized cost less an allowance for expected credit losses which was $15.6 million and $16.1 million at June 30, 2025 and December 31, 2024, respectively. Our mortgage loan portfolio is comprised entirely of commercial mortgage loans. Our mortgage loan portfolio is well diversified geographically and among property types.

Due to conservative underwriting, the incidence of non-performing mortgage loans and foreclosure activity continues to be low. Other than our allowance for expected credit losses, we held one specifically identified impaired mortgage loan at June 30, 2025 and December 31, 2024. The carrying value was $9.2 million at both June 30, 2025 and December 31, 2024. See Note 4 in the "Notes to Consolidated Financial Statements" contained herein in Item 1 for further discussion of our mortgage loan portfolio and the allowance for expected credit losses.

***Private Equity Partnerships***

The carrying value of our investments in private equity partnerships was $1,450.9 million and $1,450.6 million at June 30, 2025 and December 31, 2024, respectively. These partnerships are passive in nature and represent funds that are primarily invested in private credit, private equity, and real assets. The carrying value of the partnerships is based on our share of the partnership's NAV and changes in the carrying value are recorded as a component of net investment income. We receive financial information related to our investments in partnerships and generally record investment income on a one-quarter lag in accordance with our accounting policy. We recorded net investment income totaling $25.3 million and $43.6 million for the partnerships in the second quarter and the first six months of 2025, respectively. The majority of our investments in partnerships are not redeemable. Distributions received from the funds arise from income generated by the underlying investments as well as the liquidation of the underlying investments. There is generally not a public market for these investments. We had $764.3 million of commitments for additional investments in the partnerships at June 30, 2025 which may or may not be funded. See Note 3 in the "Notes to Consolidated Financial Statements" contained herein in Item 1 for further discussion of our private equity partnerships.

***Derivative Financial Instruments***

We use derivative financial instruments primarily to manage interest rate risk, risk related to matching duration for our assets and liabilities, foreign currency risk, and equity risk. Historically, we have utilized current and forward interest rate swaps, current and forward currency swaps, forward benchmark interest rate locks, currency forward contracts, forward contracts on specific fixed income securities, and total return swaps. As of June 30, 2025, we had $3,809.0 million in notional amount of derivatives outstanding, of which $2,597.0 million is related to management of reinvestment risk in our long-term care product line, $1,072.8 million is related to management of foreign currency risk related to foreign denominated investments, and $139.2 million is economically hedging a portion of the liability related to our non-qualified defined contribution plan. Credit exposure on derivatives is limited to the value of those contracts in a net gain position, including accrued interest receivable less collateral held. Our credit exposure on derivatives was $0.2 million at June 30, 2025. At June 30, 2025, there were no fixed maturity securities received from our counterparties and no cash posted as collateral from our counterparties. The carrying value of fixed maturity securities posted as collateral to our counterparties was $285.0 million at June 30, 2025. There was no cash posted as collateral to our counterparties at June 30, 2025. We believe that our credit risk is mitigated by our use of multiple counterparties, all of which have an investment-grade credit rating, and by our use of cross-collateralization agreements. See Note 5 in the "Notes to Consolidated Financial Statements" contained herein in Item 1 for further discussion of our derivatives.

For further information see "Investments" in Part I, Item 1 and "Critical Accounting Estimates" and "Investments" in Part II, Item 7 of our annual report on Form 10-K for the year ended December 31, 2024, and Notes 3, 4, and 5 of the "Notes to Consolidated Financial Statements" contained herein in Item 1.

**Liquidity and Capital Resources**

***Overview***

Our liquidity requirements are met primarily by cash flows provided from operations, principally in our insurance subsidiaries. Premium and investment income, as well as maturities and sales of invested assets, provide the primary sources of cash. Debt and/or securities offerings provide additional sources of liquidity. Cash is applied to the payment of policy benefits, costs of acquiring new business (principally commissions), operating expenses, and taxes, as well as purchases of new investments.

We have established an investment strategy that we believe will provide for adequate cash flows from operations. We attempt to match our asset cash flows and durations with expected liability cash flows and durations to meet the funding requirements of our business. However, deterioration in the credit market may delay our ability to sell our positions in certain of our fixed maturity securities in a timely manner and adversely impact the price we receive for such securities, which may negatively impact our cash flows. Furthermore, if we experience defaults on securities held in the investment portfolios of our insurance subsidiaries, this will negatively impact statutory capital, which could reduce our insurance subsidiaries' capacity to pay dividends to our holding companies. A reduction in dividends to our holding companies could force us to seek external financing to avoid impairing our ability to pay dividends to our stockholders or meet our debt and other payment obligations.

Our policy benefits are primarily in the form of claim payments, and we have minimal exposure to the policy withdrawal risk associated with deposit products such as individual life policies or annuities. A decrease in demand for our insurance products or an increase in the incidence of new claims or the duration of existing claims could negatively impact our cash flows from operations. However, our historical pattern of benefits paid to revenues is generally consistent, even during cycles of economic downturns, which serves to minimize liquidity risk.

The liquidity requirements of the holding company Unum Group include common stock dividends, interest and debt service, and ongoing investments in our businesses. Unum Group's liquidity requirements are met by assets held by Unum Group and our intermediate holding companies, dividends from primarily our insurance subsidiaries, and issuance of common stock, debt, or other capital securities and borrowings from our existing credit facility, as needed. As of June 30, 2025, Unum Group and our intermediate holding companies had available holding company liquidity of $1,955.7 million that was held primarily in bank deposits, commercial paper, money market funds, corporate bonds, municipal bonds and asset backed securities. No significant restrictions exist on our ability to use or access funds in any of our U.S. or foreign intermediate holding companies. Dividends repatriated from our foreign subsidiaries are eligible for 100 percent exemption from U.S. income tax but may be subject to withholding tax and/or tax on foreign currency gain or loss.

As a part of the reinsurance agreement with Fortitude Re, which closed during July 2025, we transferred $953.5 million of cash, which included the ceding commission of $461.7 million, as well as fixed maturity securities which had an amortized cost of $3,096.3 million and a fair value of $3,224.5 million as of June 30, 2025. A final settlement, including the final ceding commission adjustment, is expected prior to the end of 2025.

See "Executive Summary" and "Investments" contained herein in Item 2, and Note 14 in the "Notes to Consolidated Financial Statements" contained herein in Item 1 for further discussion of this transaction.

As part of our capital deployment strategy, we may repurchase shares of Unum Group's common stock, as authorized by our board of directors. The timing and amount of repurchase activity is based on market conditions and other considerations, including the level of available cash, alternative uses for cash, and our stock price. During the six months ended June 30, 2025, we repurchased 7.1 million shares at a cost of $500.0 million excluding commissions and excise tax.

Our board of directors has authorized the following repurchase programs:

| | February 2025 Authorization | July 2024 Authorization[1] |
|---|---|---|
| | (in millions) | |
| Effective Date | April 1, 2025 | August 1, 2024 |
| Expiration Date | None | March 31, 2025 |
| Authorized Repurchase Amount | $ 1,000.0 | $ 1,000.0 |
| Cost of Shares Repurchased Under Repurchase Program | 300.0 | 706.8 |
| Unused and Expired | — | 293.2 |
| Remaining Repurchase Amount at June 30, 2025 | $ 700.0 | $ — |

[1]Concurrent with the announcement of the February 2025 repurchase program, we also announced the termination of the July 2024 program as of March 31, 2025, and all unused amounts under that program expired as of that date.

See Note 12 of the "Notes to Consolidated Financial Statements" contained herein in Item 1 for further information.

***Cash Available from Subsidiaries***

Unum Group and certain of its intermediate holding company subsidiaries depend on payments from subsidiaries to pay dividends to stockholders, to pay debt obligations, and/or to pay expenses. These payments by our insurance and non-insurance subsidiaries may take the form of dividends, operating and investment management fees, and/or interest payments on loans from the parent to a subsidiary.

Restrictions under applicable state insurance laws limit the amount of dividends that can be paid to a parent company from its insurance subsidiaries in any 12-month period without prior approval by regulatory authorities. For life insurance companies domiciled in the U.S., that limitation generally equals, depending on the state of domicile, either ten percent of an insurer's statutory surplus with respect to policyholders as of the preceding year end or the statutory net gain from operations, excluding realized capital gains and losses, of the preceding year. The payment of dividends to a parent company from a life insurance subsidiary is generally further limited to the amount of unassigned funds.

Unum America cedes blocks of long-term care business to Fairwind, which is an affiliated captive reinsurance subsidiary domiciled in the United States. The ability of Fairwind to pay dividends to Unum Group will depend on its satisfaction of applicable regulatory requirements and on the performance of the business reinsured by Fairwind. Unum Group did not make any capital contributions to Fairwind during the first six months of 2025, nor do we expect to make capital contributions for the remainder of the year.

The ability of Unum Group and certain of its intermediate holding company subsidiaries to continue to receive dividends from their insurance subsidiaries also depends on additional factors such as RBC ratios and capital adequacy and/or solvency requirements, funding growth objectives at an affiliate level, and maintaining appropriate capital adequacy ratios to support desired ratings. The RBC ratios for our U.S. insurance subsidiaries at June 30, 2025 are in line with our expectations and are significantly above the level that would require state regulatory action.

Unum Group and/or certain of its intermediate holding company subsidiaries may also receive dividends from our U.K. subsidiaries, the payment of which may be subject to applicable insurance company regulations and capital guidance in the U.K. Unum Limited is subject to the requirements of U.K. Solvency II, the system of prudential regulation applying in the U.K., which prescribes capital requirements and risk management standards for the U.K. insurance industry. Our U.K. holding company is also subject to the U.K. Solvency II requirements relevant to insurance holding companies while, together with certain of its subsidiaries including Unum Limited, the group (the Unum UK Solvency II Group) is subject to group supervision under U.K. Solvency II. The Unum UK Solvency II Group received approval from the U.K. Prudential Regulation Authority (PRA) to use its own internal model for calculating regulatory capital and also received approval for certain associated regulatory permissions including transitional relief as the U.K. Solvency II capital regime is implemented.

The payment of dividends to the parent company from our subsidiaries also requires the approval of the individual subsidiary's board of directors.

During 2025, we intend to maintain a level of capital in our insurance subsidiaries above the applicable capital adequacy requirements and minimum solvency margins. As a result of our consideration of overall capitalization needs, we may not utilize the entire amount of dividends available in 2025, which are based on applicable restrictions under current law. Approximately $1,383 million is available, without prior approval by regulatory authorities, during 2025 for the payment of dividends from Unum Group's traditional U.S. insurance subsidiaries, which excludes our captive reinsurer. Unum Group has received $110 million of ordinary dividends from its traditional U.S. insurance subsidiaries during the six months ended June 30, 2025. First Unum entered into a reinsurance agreement with Provident to cede, on a coinsurance with funds withheld basis, 100 percent of the long-term care business of First Unum, effective January 1, 2025. Also in February 2025, First Unum received regulatory approval for, and paid, an extraordinary dividend of $630 million to Unum Group. No other extraordinary dividends have been paid during the first six months of 2025.

Insurance regulatory restrictions do not limit the amount of dividends available for distribution from non-insurance subsidiaries except where the non-insurance subsidiaries are held directly or indirectly by an insurance subsidiary and only indirectly by Unum Group, which does not apply to our current entity structure.

***Funding for Employee Benefit Plans***

During the six months ended June 30, 2025, we made contributions of $44.3 million and £2.7 million to our U.S. and U.K. defined contribution plans, respectively, and expect to make additional contributions of approximately $44 million and £3 million during the remainder of 2025. We had no regulatory contribution requirements for our U.S. qualified defined benefit pension plan and we made no voluntary contributions during the six months ended June 30, 2025. We do not expect to have regulatory contribution requirements for our U.S. qualified defined benefit plan during the remainder of 2025, but we reserve the right to make voluntary contributions during the remainder of 2025. We made a regulatory contribution of £13.7 million to our U.K defined benefit pension plan during the six months ended June 30, 2025 and expect to make approximately £1 million in additional regulatory contributions for the remainder of 2025. We have met all minimum pension funding requirements set forth by the Employee Retirement Income Security Act (ERISA). We have estimated our future funding requirements under the Pension Protection Act of 2006 and under applicable U.K. law and do not believe that any future funding requirements will cause a material adverse effect on our liquidity. See Note 11 of the "Notes to Consolidated Financial Statements" of our annual report on Form 10-K for the year ended December 31, 2024 for further discussion.

***Debt, Term Loan Facility, Credit Facilities and Other Sources of Liquidity***

Our long-term debt balance at June 30, 2025 was $3,469.1 million, net of a net discount of $129.2 million and deferred debt issuance costs of $35.1 million, and is comprised of unsecured senior notes, unsecured medium-term notes, and junior subordinated debt securities. Our short-term debt balance at June 30, 2025 was $274.8 million, net of a discount and deferred debt issuance costs of $0.1 million each. Our short-term debt balance is comprised of unsecured senior notes.

In April 2025, we and certain of our traditional U.S. life insurance subsidiaries, Unum America, Provident and Colonial Life & Accident, amended and restated the terms of our existing credit agreement providing for a five-year $500.0 million senior unsecured revolving credit facility with a syndicate of lenders. The revolving credit facility, which was previously set to expire in 2027, was extended through April 2030. We may request that the lenders' aggregate commitments of $500.0 million under the facility be increased by up to an additional $200.0 million. Other of our domestic wholly-owned subsidiaries are permitted to join the credit facility as borrowers, subject to certain conditions. Any obligation of a subsidiary under the credit facility is subject to an unconditional guarantee by Unum Group. At June 30, 2025, there were no borrowed amounts outstanding under the revolving credit facility and letters of credit totaling $0.4 million had been issued.

We have a five-year £75.0 million senior unsecured standby letter of credit facility with a different syndicate of lenders, pursuant to which a syndicated letter of credit was issued in favor of Unum Limited (as beneficiary), our U.K. insurance subsidiary, and is available for drawings up to £75.0 million until its scheduled expiration in July 2026. We have an additional five-year, £75.0 million senior standby letter of credit facility pursuant to which a standby letter of credit was issued in favor of Unum Limited (as beneficiary), our U.K. insurance subsidiary, and is available for drawings up to £75.0 million until its scheduled expiration in December 2028. At June 30, 2025, no amounts have been borrowed under the standby credit facilities or letters of credit issued.

There are no significant financial covenants associated with any of our debt obligations other than our borrowings under the credit facilities, which are subject to financial covenants, negative covenants, and events of default that are customary. Each credit facility includes financial covenants based on our leverage ratio and consolidated net worth as well as covenants that limit subsidiary indebtedness. We continually monitor our debt covenants to ensure we remain in compliance. We have not observed any current trends that would cause a breach of any debt covenants.

See "Debt, Term Loan Facility, Credit Facilities and Other Sources of Liquidity" and Note 10 of the "Notes to Consolidated Financial Statements" contained in Part II, Items 7 and 8, respectively, of our annual report on Form 10-K for the year ended December 31, 2024 for further discussion.

***Shelf Registration***

We maintain a shelf registration with the Securities and Exchange Commission to issue various types of securities, including common stock, preferred stock, debt securities, depository shares, stock purchase contracts, units and warrants. The shelf registration enables us to raise funds from the offering of any securities covered by the shelf registration as well as any combination thereof, subject to market conditions and our capital needs.

***Commitments***

As of June 30, 2025, we had commitments of $98.1 million to fund certain investments in private placement fixed maturity securities and $764.3 million to fund certain private equity partnerships.

With respect to our commitments and off-balance sheet arrangements, see the discussion under "Cash Requirements" in Part II, Item 7 of our annual report on Form 10-K for the year ended December 31, 2024. During the first six months of 2025, there were no substantive changes in our commitments, contractual obligations, or other off-balance sheet arrangements other than the changes noted herein.

***Transfers of Financial Assets***

Our investment policy permits us to lend fixed maturity securities to unaffiliated financial institutions in short-term securities lending agreements, which increases our investment income with minimal risk. We account for all of our securities lending agreements and repurchase agreements as secured borrowings. As of June 30, 2025, we held $27.1 million of cash collateral from securities lending agreements. The average cash collateral balance during the first six months of 2025 was $39.1 million, and the maximum amount outstanding at any month end was $46.2 million. As of June 30, 2025, we held $41.2 million of off-balance sheet securities lending agreements which were collateralized by securities that we were neither permitted to sell nor control. The average balance of these off-balance sheet transactions during the first six months of 2025 was $29.0 million, and the maximum amount outstanding at any month end was $41.2 million.

To manage our cash position more efficiently, we may enter into securities repurchase agreements with unaffiliated financial institutions. We generally use securities repurchase agreements as a means to finance the purchase of invested assets or for short-term general business purposes until projected cash flows become available from our operations or existing investments. We had no securities repurchase agreements outstanding at June 30, 2025, nor did we utilize any securities repurchase agreements during the first six months of 2025. Our use of securities repurchase agreements and securities lending agreements can fluctuate during any given period and will depend on our liquidity position, the availability of long-term investments that meet our purchasing criteria, and our general business needs.

Certain of our U.S. insurance subsidiaries are members of regional FHLBs. As of June 30, 2025, we owned $35.2 million of FHLB common stock and had outstanding advances of $525.5 million from the regional FHLBs which were used for the purpose of investing in either short-term investments, matched fixed maturity securities, or matched commercial mortgage loans. As of June 30, 2025, we have additional borrowing capacity of approximately $735.4 million from the FHLBs.

See Note 4 of the "Notes to Consolidated Financial Statements" contained herein in Item 1 for further information.

***Consolidated Cash Flows***

*(in millions of dollars)*

| | Six Months Ended June 30 | |
|---|---|---|
| | 2025 | 2024 |
| Net Cash Provided by Operating Activities | $ 701.6 | $ 637.4 |
| Net Cash Provided (Used) by Investing Activities | 960.7 | (273.4) |
| Net Cash Used by Financing Activities | (630.3) | (377.3) |
| **Net Increase (Decrease) in Cash and Bank Deposits** | $ 1,032.0 | $ (13.3) |

Operating Cash Flows

Operating cash flows are primarily attributable to the receipt of premium and investment income, offset by payments of claims, commissions, expenses, and income taxes. Premium income growth is dependent not only on new sales, but on policy renewals and growth of existing business, renewal price increases, and persistency. Investment income growth is dependent on the growth in the underlying assets supporting our insurance liabilities and capital and on the earned yield. The level of commissions and operating expenses is attributable to the level of sales and the first year acquisition expenses associated with new business as well as the maintenance of existing business. The level of paid claims is affected partially by the growth and aging of the block of business and also by the general economy, as previously discussed in the operating results by segment.

Investing Cash Flows

Investing cash inflows consist primarily of the proceeds from the sales and maturities of investments. Investing cash outflows consist primarily of payments for purchases of investments. Our investment strategy is to match the cash flows and durations of our assets with the cash flows and durations of our liabilities to meet the funding requirements of our business. When market opportunities arise, we may sell selected securities and reinvest the proceeds to improve the yield and credit quality of our portfolio. We may at times also sell selected securities and reinvest the proceeds to improve the duration matching of our assets and liabilities and/or re-balance our portfolio. As a result, sales before maturity may vary from period to period. The sale and purchase of short-term investments is influenced by proceeds received from FHLB funding advances, issuance of debt, our securities lending program, and by the amount of cash which is at times held in short-term investments to facilitate the availability of cash to fund the purchase of appropriate long-term investments, repay maturing debt, and/or to fund our capital deployment program.

In preparation for the reinsurance transaction with Fortitude Re, fixed maturity securities with a fair value of $151.6 million were sold during the first quarter of 2025. Also during the first quarter of 2025, fixed maturity securities with a fair value of $81.8 million were sold related to the funding of an extraordinary dividend from a wholly owned insurance subsidiary to Unum Group.

See Note 4 of the "Notes to Consolidated Financial Statements" contained herein in Item 1 and "Investments" contained herein in this Item 2 for further information.

Financing Cash Flows

Financing cash flows consist primarily of borrowings and repayments of debt, dividends paid to stockholders, repurchases of common stock, and policyholders' account deposits and withdrawals.

Cash used to repurchase shares of Unum Group's common stock during the first six months of 2025 and 2024 was $500.9 million and $300.0 million, respectively. During the first six months of 2025 and 2024, we paid dividends of $150.5 million and $141.5 million, respectively, to holders of Unum Group's common stock.

In June 2024, we issued $400.0 million of 6.000% senior notes due 2054 and received proceeds of $391.6 million. A portion of the net proceeds of the offering were used to repay the outstanding indebtedness under our senior unsecured delayed draw term loan facility, resulting in a cash outflow of $350.0 million.

**Ratings**

A.M. Best Company (AM Best), Fitch Ratings (Fitch), Moody's Ratings (Moody's), and S&P Global Ratings (S&P) are among the third parties that assign issuer credit ratings to Unum Group and financial strength ratings to our insurance subsidiaries. Issuer credit ratings reflect an agency's opinion of the overall financial capacity of a company to meet its senior debt obligations. Financial strength ratings are specific to each individual insurance subsidiary and reflect each rating agency's view of the overall financial strength (capital levels, earnings, growth, investments, business mix, operating performance, and market position) of the insuring entity and its ability to meet its obligations to policyholders. Both the issuer credit ratings and financial strength ratings incorporate quantitative and qualitative analyses by rating agencies and are routinely reviewed and updated on an ongoing basis.

We maintain an ongoing dialogue with the four rating agencies that evaluate us in order to inform them of progress we are making regarding our strategic objectives and financial plans as well as other pertinent issues. A significant component of our communications involves our annual review meeting with each of the four agencies. We hold other meetings throughout the year regarding our business, including, but not limited to, quarterly updates.

Agency ratings are not directed toward the holders of our securities and are not recommendations to buy, sell, or hold our securities. Each rating is subject to revision or withdrawal at any time by the assigning rating organization, and each rating should be regarded as an independent assessment, not conditional on any other rating. Given the dynamic nature of the ratings process, changes by these or other rating agencies may or may not occur in the near-term. We have ongoing dialogue with the rating agencies concerning our insurance risk profile, our financial flexibility, our operating performance, and the quality of our investment portfolios. The rating agencies provide specific criteria and, depending on our performance relative to the criteria, will determine future negative or positive rating agency actions.

We compete based in part on the financial strength ratings provided by rating agencies. A downgrade of our financial strength ratings can be expected to adversely affect us and could potentially, among other things, adversely affect our relationships with distributors of our products and services and retention of our sales force, negatively impact persistency and new sales, particularly large case group sales and individual sales, and generally adversely affect our ability to compete. A downgrade in the issuer credit rating assigned to Unum Group can be expected to adversely affect our cost of capital or our ability to raise additional capital.

The table below reflects the outlook as well as the senior unsecured debt ratings for Unum Group and the financial strength ratings for each of our traditional insurance subsidiaries as of the date of this filing.

| | AM Best | Fitch | Moody's | S&P |
|---|---|---|---|---|
| **Outlook** | Stable | Positive | Stable | Stable |
| **Senior Unsecured Debt Ratings** | bbb+ | BBB | Baa2 | BBB |
| **Financial Strength Ratings** | | | | |
| Provident Life and Accident Insurance Company | A | A | A2 | A |
| Unum Life Insurance Company of America | A | A | A2 | A |
| First Unum Life Insurance Company | A | A | A2 | A |
| Colonial Life & Accident Insurance Company | A | A | A2 | A |
| The Paul Revere Life Insurance Company | A | A | A2 | A |
| Unum Insurance Company | A | A | A2 | NR |
| Provident Life and Casualty Insurance Company | A | A | NR | NR |
| Starmount Life Insurance Company | A | NR | NR | NR |
| Unum Limited | NR | NR | NR | A- |

*NR = not rated*

There have been no changes in the rating agencies' outlooks or ratings during 2025 prior to the date of this filing.

See our annual report on Form 10-K for the year ended December 31, 2024 for further information regarding our debt, issuer credit ratings and financial strength ratings and the risks associated with rating changes.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are subject to various market risk exposures including interest rate risk and foreign exchange rate risk. With respect to our exposure to market risk, see the discussion under "Investments" in Item 2 of this Form 10-Q and in Part II, Item 7A of our annual report on Form 10-K for the year ended December 31, 2024. During the first six months of 2025, there was no substantive change to our market risk or the management of this risk.

## ITEM 4. CONTROLS AND PROCEDURES

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures, as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended, as of the end of the period covered by this report. We evaluated those controls based on the 2013 Internal Control - Integrated Framework from the Committee of Sponsoring Organizations of the Treadway Commission. Based on that evaluation, these officers concluded that our disclosure controls and procedures were effective as of June 30, 2025.

There have been no changes in our internal control over financial reporting, as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended, during the quarter ended June 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II - OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

Refer to Part I, Item 1, Note 13 of the "Notes to Consolidated Financial Statements" for information on legal proceedings.

### ITEM 1A. RISK FACTORS

There have been no material changes from the risk factors disclosed in our annual report on Form 10-K for the year ended December 31, 2024.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table provides information about our share repurchase activity for the second quarter of 2025.

| | (a) Total Number of Shares Purchased | (b) Average Price Paid per Share (1) | (c) Total Number of Shares Purchased as Part of Publicly Announced Program (2) | (d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (1) (2) |
|---|---|---|---|---|
| April 1 - April 30, 2025 | 1,994,390 | $ 75.79 | 1,994,390 | $ 848,849,079 |
| May 1 - May 31, 2025 | 1,218,986 | 80.89 | 1,218,986 | 750,251,183 |
| June 1 - June 30, 2025 | 627,446 | 80.08 | 627,446 | 700,005,872 |
| Total | 3,840,822 | | 3,840,822 | |

(1) Excludes the cost of commissions and excise taxes.

(2) In February 2025, our board of directors authorized the repurchase of up to $1,000.0 million of Unum Group's outstanding common stock beginning on April 1, 2025. The repurchase program has no scheduled termination date.

### ITEM 5. OTHER INFORMATION

***Securities trading plans***

During the three months ended June 30, 2025, no director or officer of the Company adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement.

**ITEM 6. EXHIBITS**

Index to Exhibits

| | |
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| (2.1) | Coinsurance Agreement, dated July 1, 2025, among Unum Life Insurance Company of America, Fortitude Reinsurance Company Ltd., and, solely with respect to certain provisions, the Retrocessionaire named therein.* |
| (10.1) | Third Amended and Restated Credit Agreement, dated as of April 29, 2025, among Unum Group, Unum Life Insurance Company of America, Provident Life and Accident Insurance Company, and Colonial Life & Accident Insurance Company, as Borrowers, the Lenders named therein, and Wells Fargo Bank, National Association, as Administrative Agent, L/C Agent, a Fronting Bank and Swingline Lender. |
| (31.1) | Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| (31.2) | Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| (32.1) | Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. |
| (32.2) | Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. |
| (101) | The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document. |
| (104) | Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101). |

* Certain portions of this exhibit have been omitted pursuant to Item 601(b)(2)(ii) of Regulation S-K. The registrant agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

## SIGNATURES

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.

**Unum Group**
(Registrant)

| | | |
|---|---|---|
| Date: July 30, 2025 | By: | /s/ Steven A. Zabel |
| | | Steven A. Zabel |
| | | Executive Vice President, Chief Financial Officer |
| Date: July 30, 2025 | By: | /s/ Walter L. Rice, Jr. |
| | | Walter L. Rice, Jr. |
| | | Senior Vice President, Chief Accounting Officer |

**Exhibit 2.1**

*Execution Version*

**CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. [***] INDICATES THAT THE INFORMATION HAS BEEN REDACTED.**

# COINSURANCE AGREEMENT

**Among**

**Unum Life Insurance Company of America**

**(referred to as the Ceding Company)**

**and**

**Fortitude Reinsurance Company Ltd.**

**(referred to as the Reinsurer)**

**and, solely with respect to Sections 5.3, 8.2, 8.3, 8.4, 8.5, 9.2, 10.2, 11.1, 11.4, 11.6, 11.8, 11.9, 11.10, 11.11, 11.13, 11.16 and 11.17 and any corresponding definitions, Exhibits and Schedules with respect to such provisions**

**New Reinsurance Company Ltd.**

**(referred to as the Retrocessionaire)**

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# COINSURANCE AGREEMENT

**THIS COINSURANCE AGREEMENT** (this "Agreement") is made and entered into on July 1, 2025 (the "Closing Date") and effective as of the Effective Time by and between Unum Life Insurance Company of America, a Maine-domiciled insurance company (the "Ceding Company"), Fortitude Reinsurance Company Ltd., a Bermuda-domiciled insurance company (the "Reinsurer") and, solely with respect to Sections 5.3, 8.2, 8.3, 8.4, 8.5, 9.2, 10.2, 11.1, 11.4, 11.6, 11.8, 11.9, 11.10, 11.11, 11.13, 11.16 and 11.17 and any corresponding definitions, Exhibits and Schedules with respect to such provisions, New Reinsurance Company Ltd., a Switzerland-domiciled reinsurance company (the "Retrocessionaire"). For purposes of this Agreement, the Ceding Company, the Reinsurer and, solely with respect to Sections 5.3, 8.2, 8.3, 8.4, 8.5, 9.2, 10.2, 11.1, 11.4, 11.6, 11.8, 11.9, 11.10, 11.11, 11.13, 11.16 and 11.17 and any corresponding definitions, Exhibits and Schedules with respect to such provisions, the Retrocessionaire, shall each be deemed a "Party."

**WHEREAS**, the Ceding Company and the Reinsurer have entered into that certain Master Transaction Agreement dated February 26, 2025 (the "Master Transaction Agreement");

**WHEREAS**, the Master Transaction Agreement provides, among other things, for the Ceding Company and the Reinsurer to enter into this Agreement;

**WHEREAS**, simultaneously with the execution and delivery of this Agreement on the date hereof, the Ceding Company, the Reinsurer and the Trustee (as defined below) will enter into the Trust Agreement (as defined below) pursuant to which the Trustee will hold assets as security for the satisfaction of the obligations of the Reinsurer to the Ceding Company under this Agreement; and

**WHEREAS**, simultaneously with the execution and delivery of this Agreement on the date hereof, (i) the Ceding Company and the Subsidiary Grantor (as defined below) will enter into the Payment Guarantee (as defined below) pursuant to which the Subsidiary Grantor will guarantee to the Ceding Company the payment obligations of the Reinsurer hereunder and (ii) the Ceding Company, the Subsidiary Grantor and the Trustee will enter into the Subsidiary Trust Agreement (as defined below) pursuant to which the Trustee will hold assets as security for the satisfaction of the obligations of the Reinsurer to the Ceding Company under this Agreement and the obligations of the Subsidiary Grantor to the Ceding Company under the Payment Guarantee.

**NOW, THEREFORE**, in consideration of the mutual and several promises and undertakings herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Ceding Company and the Reinsurer agree as follows:

## ARTICLE I.

## DEFINITIONS

Section 1.1. Definitions. The following terms have the respective meanings set forth below throughout this Agreement:

"Additional Consideration" has the meaning set forth in Section 3.2.

"Administration Initiatives" has the meaning set forth in Section 3.6(h).

"Administrative Failure" has the meaning set forth in Section 3.6(e).

"Administrative Services" has the meaning set forth in Section 3.6(b).

"Affiliate" means, with respect to any Person at the time in question, any other Person controlling, controlled by or under common control with such Person. For purposes of the foregoing, "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, that for purposes of this Agreement (other than in the case of the reference to "Affiliated" in the definition of Indemnifiable Losses and the references to "Affiliate" or "Affiliates" in the definition of Third Party Claim and Eligible Asset and in Article VIII), with respect to Reinsurer, an Affiliate shall only include FGH Parent, L.P. and its direct and indirect subsidiaries.

"Agreement" has the meaning set forth in the preamble.

"Anti-Money Laundering Laws" shall mean all Applicable Laws of any jurisdiction applicable to the Ceding Company or the Reinsurer, as the case may be, from time to time concerning or relating to money laundering and/or terrorist financing.

"Applicable Law" means all laws, common law, rules, regulations, ordinances, codes, statutes, judgments, injunctions, Governmental Orders and decrees of all Governmental Authorities applicable to the Person, place and situation in question.

"Applicable Percentage" means, with respect to any date set forth on Schedule K, the corresponding percentage set forth opposite such date, which percentage shall be the "Applicable Percentage" hereunder until the next successive date set forth on Schedule K.

"Applicable Privacy Laws" means all Applicable Laws relating to privacy, data protection and the collection or handling of Personal Information, including, but not limited to, the Gramm-Leach-Bliley Act.

"Applicable State" means the Ceding Company Domiciliary State; provided, however, that, (a) if there is a repeal of or amendment or other modification to the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203, H.R. 4173) that would authorize a Governmental Authority in any jurisdiction of the United States as to which the Ceding

Company is licensed to transact business (other than New York) to apply the applicable rules for credit for reinsurance in such jurisdiction to the Ceding Company and (b) the Ceding Company reasonably determines that it is obligated under Applicable Law to comply with such rules in order to receive statutory financial statement credit in such jurisdiction, then "Applicable State" shall mean, collectively, the Ceding Company Domiciliary State and any such other jurisdiction; provided that in no circumstance shall "Applicable State" include New York.

"Approval" has the meaning set forth in Section 3.12(d).

"Approved Monthly Premium Increase (AMPI)" means, for each Premium Increase Approval, the amount of the increase in the monthly Net Cashflows for AMPI caused by the Premium Increase Approval following the Rate Effective Date of such approval, as determined using Ceding Company's best estimate actuarial assumptions and projection model as of September 30, 2024, and assuming no election of Policy Options. For avoidance of doubt, the increase in the monthly Net Cashflows will not change the monthly Reinsured Liabilities.

"Asset Valuation Report" has the meaning set forth in Section 3.8(a)(i).

"Base Deposit Balance" means, with respect to any date set forth on Schedule K, the corresponding amount set forth opposite such date, which amount shall be the "Base Deposit Balance" hereunder until the next successive date set forth on Schedule K; provided that, following the final determination of the final Base Deposit Balance in accordance with Section 2.04 of the Master Transaction Agreement, the parties shall replace Schedule K with a new Schedule K (it being understood and agreed that such new Schedule K shall not constitute an amendment of this Agreement) reflecting such final Base Deposit Balance and adjusting the Base Deposit Balance for each successive date, which new Schedule K shall calculate the Base Deposit Balance at each successive date by subtracting (x) (A) the Fee Payment (as defined in the Retrocession Agreement) due on the successive date, *minus* (B) the Expected Net Premium (as contained in Exhibit B of the Retrocession Agreement) due on the successive date from (y) the previous date's Base Deposit Balance accumulated at compounded, daily increments at the Single Effective Discount Rate to the successive date.

"Basis for Denial" has the meaning set forth in Section 3.12(c).

"BMA" means the Bermuda Monetary Authority.

"Book Value" has the meaning set forth on Schedule L.

"Books and Records" means all originals or copies of all documents, books, records and other information (including all data and other information stored on discs, tapes or other media) in the possession, custody or control of the Ceding Company, its Affiliates or its administrator to the extent reasonably relating to the Reinsured Liabilities, the Reinsured Policies, or (solely for the purposes of ensuring consistency in treatment with the Reinsured Policies as contemplated by Section 2.6, Section 3.6, Section 3.12 and Section 3.14) the Other LTC Policies, including, without limitation, administrative records, documentation with respect to rate filing, claim records, contract files, sales records, underwriting records and accounting (including investment accounting) records, reinsurance records, work papers, actuarial reports, models, analyses and memoranda,

litigation and arbitration files, marketing materials, policy forms and regulatory filings and correspondence with Governmental Authorities; provided, however, that "Books and Records" excludes (a) Tax returns and Tax records and all other data and information with respect to Taxes (other than with respect to premium taxes or similar Taxes), (b) files, records, data and information with respect to the employees of the Ceding Company or its Affiliates, (c) records, data and information with respect to any employee benefit plan established, maintained or contributed to by the Ceding Company or its Affiliates, (d) any materials prepared for the boards of directors of the Ceding Company or its Affiliates, (e) any materials that are legally privileged and for which the Ceding Company or its Affiliates do not have a common interest with the Reinsurer, it being understood that the Ceding Company or its applicable Affiliate shall use commercially reasonable efforts to enter into a customary joint defense agreement or common interest agreement with the requesting party or make other arrangements (including redacting information) to the extent such an agreement or other arrangements would preserve the applicable privilege that would enable such materials to be shared with the Reinsurer and its Affiliates, (f) any information that is not permitted to be disclosed by the Ceding Company or its Affiliates to the Reinsurer or its Affiliates pursuant to Applicable Law or contract, it being understood that the Ceding Company or its applicable Affiliate shall use commercially reasonable efforts to obtain waivers or consents or make other arrangements (including redacting information) that would enable such materials to be shared with the Reinsurer and its Affiliates, (g) any internal drafts, opinions, valuations, correspondence or other materials produced by, or provided between or among, the Ceding Company and its Affiliates or Representatives with respect to the negotiation, valuation and consummation of the transactions contemplated under the Transaction Agreements or the terms of engagement of such Representatives with respect thereto, and (h) consolidated regulatory filings made by the Ceding Company or its Affiliates and any related correspondence with Governmental Authorities, in each case, not primarily relating to the Reinsured Liabilities or the Reinsured Policies or (solely for the purposes of ensuring consistency in treatment with the Reinsured Policies as contemplated by Section 2.6, Section 3.6, Section 3.12 and Section 3.14) the Other LTC Policies.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to remain closed. Notwithstanding anything to the contrary herein, if the time period during which any payment hereunder is due or required to be paid or settled includes a Business Day that is a day on which commercial banks in Hamilton, Bermuda or Switzerland are authorized or required by Applicable Law to remain closed, then the related payment deadline shall be deemed extended as if such day was not a Business Day.

"Buyout Payment" has the meaning set forth in Section 3.14(a).

"Buyout Settlement" has the meaning set forth in Section 3.14(a).

"Calculation Error Dispute Notice" has the meaning set forth in Section 3.8(e).

"Capital Reporting Deadline" means, the date that is either (a) for any calendar quarter ending on December 31, the earlier to occur of (i) one hundred and twenty (120) calendar days after the end of such calendar quarter and (ii) the date on which the Reinsurer reports to the BMA, or is otherwise required by Section 31AA of the Insurance Act to formally notify the BMA of, its

ECR, or (b) sixty (60) calendar days after the end of any calendar quarter other than the calendar quarter ending on December 31.

"Carryforward Amount" has the meaning set forth in Schedule B.

"Ceded Premiums" means all Premiums, including all ceded premium receivable under the PLA Affiliate Reinsurance Agreement determined as if both parties thereto are performing, in each case, (a) net of any (i) premiums payable under the Inuring Reinsurance and (ii) waiver of premium and premiums returned to policyholders or beneficiaries; provided that, with respect to the Inuring Reinsurance, such premiums payable shall be based on the terms in effect as of the date hereof, as may be modified, amended, supplemented, replaced or restated or waived with the Reinsurer's consent in accordance with Section 2.11 but (b) not net of any premiums payable under the Non-Inuring Reinsurance.

"Ceding Company" has the meaning set forth in the preamble.

"Ceding Company Disclosure Schedule" has the meaning set forth in the Master Transaction Agreement.

"Ceding Company Domiciliary State" means the State of Maine, or, if the Ceding Company changes its state of domicile to another state within the United States, such other state; provided, however, that if the Ceding Company changes its state of domicile to the State of California or the State of New York, for all purposes hereunder the Ceding Company Domiciliary State shall be the State of Maine.

"Ceding Company Extra-Contractual Obligations" means all Extra-Contractual Obligations other than Reinsurer Extra-Contractual Obligations and Retrocessionaire Extra-Contractual Obligations.

"Ceding Company Fault Reserve Credit Event" means a loss of Reserve Credit that is the direct result of the Ceding Company voluntarily changing its state of domicile or voluntarily taking other affirmative action or inaction.

"Ceding Company Indemnified Parties" has the meaning set forth in Section 8.1.

"Ceding Company Non-Payment Event" has the meaning set forth in Section 7.5.

"Ceding Company Reserves Threshold" means, at any time of determination, the retention by the Ceding Company and its Affiliates of aggregate statutory reserves for the Other LTC Policies that are at least equal to [***] percent ([***]%) of the statutory reserves for Reinsured LTC Policies ceded at such time to the Reinsurer under this Agreement.

"Closing" has the meaning set forth in the Master Transaction Agreement.

"Closing Date" has the meaning set forth in the preamble.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations promulgated thereunder.

"Collateral" has the meaning set forth in Section 4.2(c).

"Collateral Triggering Event" means any of the following occurrences:

(a) (i) the Reinsurer's ECR Ratio as of any calendar quarter-end is below [***]% and the Reinsurer has not cured such shortfall as of thirty (30) calendar days after the applicable Capital Reporting Deadline or (ii) the Reinsurer fails to deliver an ECR Ratio Report in respect of a relevant quarter-end date to the Ceding Company and the Reinsurer has not within thirty (30) calendar days following receipt of written notice of such failure from the Ceding Company delivered such ECR Ratio Report to the Ceding Company;

(b) there has been a failure by the Reinsurer (i) to timely pay any undisputed Reinsured Liabilities within thirty (30) calendar days after receipt of written notice from the Ceding Company of such failure or (ii) to timely make any required and undisputed additional deposit to the Trust Account (or to timely cause the Subsidiary Grantor to make any required and undisputed additional deposit to the Subsidiary Trust Account) and such failure has not been cured within thirty (30) calendar days after receipt of written notice thereof from the Ceding Company;

(c) a Current RJ Requirements Failure Event (i) has occurred and is continuing and (ii) the Reinsurer has not remedied such event on or prior to the date that is forty-five (45) calendar days after the Reinsurer receives notice in writing from the Ceding Company of such loss of Reserve Credit or, if earlier, the second (2nd) Business Day prior to the end of the calendar quarter during which such Reserve Credit Event occurs; or

(d) an Insolvency Event.

"Confidential Information" has the meaning set forth in the Master Transaction Agreement.

"Contested Claim" has the meaning set forth in Section 3.15(a).

"Contested Claim Notice" has the meaning set forth in Section 3.15(a).

"Coordinator" has the meaning set forth in Section 3.6(f).

"Corrective Action Plan" has the meaning set forth in Section 3.6(e).

"Current RJ Requirements" means the requirements necessary for the Reinsurer to hold and maintain its reciprocal jurisdiction status in the Ceding Company Domiciliary State as codified in the Applicable Laws of the State of Maine as of the date hereof.

"Current RJ Requirements Failure Event" means a Reserve Credit Event that arises from the Reinsurer's loss of its reciprocal jurisdiction status in the Ceding Company Domiciliary State due to the Reinsurer's failure to meet the Current RJ Requirements.

"Cut-Through Election" has the meaning set forth in Section 10.3(a).

"Cut-Through Election Period" has the meaning set forth in Section 10.3(a).

"Data Room" means the data room maintained by Datasite titled "Project Constellation".

"Denial Notice" has the meaning set forth in Section 3.12(c).

"Deposit Balance" means the sum of (a) the Base Deposit Balance, *plus* (b) the Post-Closing IMR Amount, in each case, as of such date of determination.

"Disclosing Party" has the meaning set forth in Section 11.10(a).

"ECR" or "Enhanced Capital Requirement" means the capital and surplus requirement imposed by or under the Insurance Act and related regulations, as amended, that is calculated by reference to the Bermuda Solvency Capital Requirements (as defined under the Insurance Act).

"ECR Ratio" means the Reinsurer's Available Statutory Economic Capital and Surplus (as defined under the Insurance Act), as a percentage of its Enhanced Capital Requirement.

"ECR Ratio Report" means (i) for the calendar quarters ending March 31, June 30 and September 30 of each year, a report setting forth the Reinsurer's good faith estimate of its ECR Ratio as of the last day of such calendar quarter and (ii) for the calendar quarter ending December 31 of each year, a report setting forth the Reinsurer's actual ECR Ratio as of the last day of such calendar quarter.

"Effective Date" means January 1, 2025.

"Effective Date PCA Reserve Benefits" means, for the applicable Monthly Accounting Period, an amount equal to benefits actually paid by the Ceding Company during such Monthly Accounting Period that are associated with the Ceding Company's paid claim adjustment reserves for the Reinsured LTC Policies as of the Effective Date, which reserve amounts and the associated claims are shown in the file located as file 1.1.8.6 in the Data Room.

"Effective Time" means 12:01 a.m. (Portland, Maine time) on January 1, 2025.

"Eligible Assets" means cash and investments of the type consistent with the requirements for authorized investments and admitted assets under the insurance laws of the Ceding Company Domiciliary State that comply with the Investment Guidelines (including, for the avoidance of doubt, with respect to asset types and limits set forth therein, as applied to the Trust Account, Subsidiary Trust Account and the Segregated Account, taken together); provided, that any such investment that is a security is issued by an institution that is not the Reinsurer, the Ceding Company or an Affiliate of either Party (not including any securities issued by funds or other investment vehicles sponsored or managed, directly or indirectly, by the Reinsurer or any of its Affiliates which consolidate with the Reinsurer on the Reinsurer's audited GAAP financial statements); provided, further, that (a) no investment that is not accepted, or is returned as unacceptable, by the Trustee shall be considered an Eligible Asset and (b) no investment deposited to or held in the Subsidiary Trust Account shall be deemed an Eligible Asset unless, in addition to the foregoing requirements, at the relevant time of determination, (i) the Subsidiary Grantor remains a wholly-owned subsidiary of the Reinsurer, unless the Reinsurer first obtains the Ceding Company's prior written consent to such change and the Subsidiary Grantor remains an Affiliate

of the Reinsurer and (ii) there has been no material change to the Subsidiary Grantor's business plan or business operations since the date hereof.

"Embargoed Jurisdiction" means, other than for purposes of Schedule 11.17, any country or territory that is subject to a comprehensive embargo under applicable U.S. Sanctions, as modified from time to time by Governmental Authorities applicable to the definition of "U.S. Sanctions" herein.

"Estimated Base Deposit Balance" has the meaning set forth in the Master Transaction Agreement.

"Estimated Statement of Net Settlement" has the meaning set forth in the Master Transaction Agreement.

"Ex Gratia Payments" means a payment that is (a) outside the terms and conditions and limits of the applicable Reinsured Policy and made by or on behalf of Ceding Company without the consent of Reinsurer or (b) a result of any change to the Reinsured Policies other than in accordance with Section 2.2, Section 3.12 or Section 3.14.

"Excise Tax" has the meaning set forth in Section 9.3.

"Expense Allowance" has the meaning set forth in Section 3.7.

"Experience Refund" has the meaning set forth in Schedule B.

"Extra-Contractual Obligations" means all Liabilities to any Person or Persons arising out of or resulting from the Reinsured Policies but not arising under the express terms and conditions and within the policy limits of the Reinsured Policies (other than those set forth in the definition of Reinsured Liabilities), including, without limitation, any loss in excess of the limits arising under or covered by any Reinsured Policy, any Liability for fines, penalties, Taxes, fees, forfeitures, compensatory, consequential, punitive, exemplary, special, treble, bad faith, tort, statutory or any other form of extra-contractual damages, as well as, subject to the other provisions of this Agreement, all legal fees and expenses relating thereto, including, any such Liabilities that arise out of or result from, without limitation, (i) the form, sale, design, marketing, distribution, underwriting, production, issuance, cancellation or administration of the Reinsured Policies, (ii) the investigation, defense, prosecution, trial, settlement (including the failure to settle) or handling of claims, benefits, or payments under the Reinsured Policies, (iii) the failure to pay or the delay in payment or errors in calculating or administering the payment of benefits, claims or any other amounts due or alleged to be due under or in connection with the Reinsured Policies, (iv) the failure of any Reinsured Policy to provide the purchaser, policyholder, account holder or other holder or intended beneficiaries thereof with Tax treatment that is the same as or more favorable than the Tax treatment (A) that was purported to apply in materials provided at the time of issuance, assumption, exchange, modification or sale of the applicable Reinsured Policy or (B) for which policies or contracts of that type are intended to qualify, including under section 7702B of the Code, or (v) Ex Gratia Payments other than Permitted Ex Gratia Payments.

"Fair Market Value" means the fair market value of an asset determined by the Reinsurer in accordance with the Fair Market Value Methods.

"Fair Market Value Methods" means the methodologies, procedures and policies described in Schedule C.

"Final Statement of Net Settlement" has the meaning set forth in the Master Transaction Agreement.

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Authority" means any governmental, legislative, judicial, administrative or regulatory authority, agency, commission, board, body, court, self-regulatory body or entity or any instrumentality thereof, whether United States federal, state, local or non-U.S.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"IDI Policies" means all individual disability income insurance contracts, policies, certificates, binders or other agreements of insurance, including all supplements, riders and endorsements issued or written in connection therewith, in each case listed on Schedule J-1, including any such contract that may have lapsed following September 30, 2024 and is subsequently reinstated in accordance with Section 2.6 and any such contracts that are rewritten pursuant to Section 2.7, in each case, gross of all existing reinsurance thereon.

"Indemnitee" means any Person entitled to indemnification pursuant to Article VIII of this Agreement.

"Indemnifiable Losses" means any and all damages, losses, liabilities, obligations, costs, expenses (including reasonable and documented out-of-pocket attorneys' fees and expenses), settlement payments, awards, judgments, fines, interest or penalties; provided, however, that Indemnifiable Losses shall not include any punitive, exemplary damages or damages based on diminution in value, other than such damages actually paid to a non-Affiliated Person in respect of a Third Party Claim or any diminution in value damages that comprise reasonably foreseeable lost profits recoverable under the laws of the State of New York.

"Indemnitor" means any Person required to provide indemnification pursuant to Article VIII of this Agreement.

"Indemnity Payment" means any amount of Indemnifiable Loss required to be paid pursuant to Article VIII of this Agreement.

"Initial Reinsurance Premium" has the meaning set forth in the Master Transaction Agreement.

"Insolvency" has the meaning set forth in Section 4.7.

"Insolvency Event" means (i) the Reinsurer has been placed into liquidation, rehabilitation, conservation, supervision, receivership or similar proceedings (whether voluntary or involuntary) and, if involuntary, such proceedings are not dismissed or terminated within thirty (30) calendar days of the commencement thereof or (ii) there has been instituted against the Reinsurer proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or assume control of its operations that is not dismissed or terminated within sixty (60) calendar days of the commencement thereof.

"Insurance Act" means the Bermuda Insurance Act of 1978 and related regulations, as amended.

"Insurance Regulatory Authority" has the meaning set forth in Section 3.12(d).

"Interest Rate" means the average of the daily "prime rate" (expressed as a rate per annum) published in The Wall Street Journal for each of the days in the applicable period.

"Inuring Reinsurance" means the reinsurance of some or all of the IDI Policies pursuant to the agreements set forth on Schedule M.

"Investment Guidelines" means the Investment Guidelines set forth in Schedule D.

"IRS" means the U.S. Internal Revenue Service.

"Jurisdiction" has the meaning set forth in Section 3.12(d).

"Liabilities" has the meaning set forth in the Master Transaction Agreement.

"Lifetime Loss Ratio" or "LLR" means, for purposes of the LLR Report, with respect to the aggregate LTC Policy Series, as of any date of determination, the lifetime loss ratio of the aggregate LTC Policy Series equal to (a) the accumulated value of all incurred benefits and claims as of such date and the present value of all future expected benefits and claims during the remaining lifetime of the aggregate LTC Policy Series, *divided by* (b) the accumulated value of all premiums earned as of such date and the present value of all future expected premiums during the remaining lifetime of the aggregate LTC Policy Series, in each case, applying an accumulated and discount rate equal to the maximum U.S. statutory valuation rate applicable to the aggregate LTC Policy Series and otherwise calculated in a manner consistent with the actuarial calculation methodology used by the Ceding Company with respect to Other LTC Policies; provided that, the foregoing calculation may be modified from time to time by the Ceding Company in its reasonable judgment with Reinsurer's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) or as required by Applicable Law or a Governmental Authority.

"Liquid Assets" means Eligible Assets that are public investment grade corporate bonds, cash, cash equivalents or U.S. Treasury and agency securities.

"LLR Report" shall have the meaning set forth in Section 3.12(b).

"LLR Target" means [***] percent ([***]%) for the aggregate LTC Policy Series, as may be reasonably updated by the Ceding Company from time to time, taking into account actions by and recommendations from Insurance Regulatory Authorities on Rate Increase Request Filings, after consultation with the Reinsurer.

"LLR Threshold" means with respect to the aggregate LTC Policy Series, the LLR Target plus five percent (5%).

"LOC Draw Notice" shall have the meaning set forth in the Trust Agreement.

"LTC Policy Series" means each cohort of long-term care insurance policies set forth on Schedule N. For the avoidance of doubt, each LTC Policy Series shall include but is not limited to the applicable Reinsured LTC Policies.

"LTC Retention Level" means the retention by the Ceding Company and its Affiliates, in the aggregate, of risks under the Other LTC Policies equal to the amount of [***].

"MARC" has the meaning set forth in Section 5.3(f).

"Market-to-Book Aggregate Limit" means [***]

"Market-to-Book Ratio" means, as of any date of determination, the ratio of (a) the aggregate Fair Market Value of the Eligible Assets in the Trust Account and the Subsidiary Trust Account, taken together, as of such date to (b) the aggregate Book Value of such Eligible Assets as of such date.

"Master Transaction Agreement" has the meaning set forth in the recitals.

"Monthly Accounting Period" means each calendar month during the term of this Agreement or any fraction thereof, beginning at the Effective Time and ending on the Recapture Date or the date this Agreement is otherwise terminated in accordance with Article VII, as applicable.

"Monthly Investment Compliance Report" has the meaning set forth in Section 3.8(a)(ii).

"Monthly Settlement Report" has the meaning set forth in Section 3.8(b).

"NAIC" means the National Association of Insurance Commissioners.

"Net Cashflows for AMPI" means (a) Premiums *minus* (b) [***]% of Premiums in respect of commissions *minus* (c) [***]% of Premiums in respect of premium Taxes.

"No Fault Reserve Credit Event" means a Reserve Credit Event, other than a Current RJ Requirements Failure Event or a Ceding Company Fault Reserve Credit Event.

"Non-Inuring Reinsurance" means the reinsurance of some or all of the IDI Policies pursuant to the agreements set forth on Schedule O.

"Notices" has the meaning set forth in Section 11.1.

"NY Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to remain closed; provided, that, any time (a) after 5:00 p.m. local time in New York, New York on any NY Business Day or (b) on any day other than a NY Business Day, in each case, shall be deemed the next NY Business Day.

"Objecting Party" has the meaning set forth in Section 3.8(d).

"Objection Notice" has the meaning set forth in Section 3.12(f)(i).

"Other IDI Policies" means the individual disability income insurance contracts, policies, certificates, binders, or other agreements of insurance, including all supplements, riders and endorsements issued or written thereunder, issued, renewed or written by the Ceding Company or

any of its Affiliates to the extent not reinsured hereunder. For the avoidance of doubt, the Other IDI Policies include the IDI Policies to the extent not reinsured hereunder.

"Other LTC Policies" means the standalone individual (and, for purposes of Section 2.10(a) only, also group) long-term care insurance contracts, policies, certificates, binders or other agreements of insurance, including all supplements, riders and endorsements issued or written thereunder, issued, renewed or written by the Ceding Company or any of its Affiliates and not reinsured hereunder.

"Party" has the meaning set forth in the preamble.

"Passive Breach" has the meaning set forth in Section 4.4.

"Payment Guarantee" means that certain Guarantee, dated as of the date hereof, for the benefit of the Ceding Company.

"Performance Standard" has the meaning set forth in Section 3.6(b).

"Permit" means any license, permit, order, approval, consent, registration, membership, authorization or qualification under any Applicable Law or with any Governmental Authority or under any industry or non-governmental self-regulatory organization.

"Permitted Ex Gratia Payments" means Ex Gratia Payments in respect of all Reinsured Policies in accordance with the Ceding Company's generally applicable administrative practices and procedures, not to exceed, in any calendar year, $[***].

"Person" means any individual, corporation, partnership, firm, joint venture, association, limited liability company, limited liability partnership, joint-stock company, trust, unincorporated organization, governmental, judicial or regulatory body, business unit, division or other entity.

"Personal Information" means any information or data that (a) identifies a specific individual or is reasonably capable of identifying a specific individual; or (b) "personal data," "personal information," "nonpublic information" or other similar terms as defined by Applicable Privacy Laws; provided, that information that is otherwise publicly available (as "publicly available" is defined by Applicable Privacy Laws) shall not be considered "Personal Information"; provided, further, that "Personal Information" does not include de-identified personal data, which is information that does not identify, or cannot reasonably identify, relate to, describe, be capable of being associated with or be linked, directly or indirectly, with an individual. Personal Information may include, but is not limited to, health, financial and other protected information about an identifiable individual that meets the foregoing standards.

"PLA" means Provident Life and Accident Insurance Company.

"PLA Affiliate Reinsurance Agreement" shall have the meaning set forth in the Master Transaction Agreement.

"Policy Option" has the meaning set forth in Section 3.14(b).

"Policyholder" means the holder of any Reinsured Policy.

"Post-Closing IMR Amount" means, as of any date of determination, an amount equal to the interest maintenance reserves (for the avoidance of doubt, calculated on an after-tax basis) that would be created following the Closing (and, for the avoidance of doubt, following the deposit of the Transferred Assets (as defined in the Master Transaction Agreement) as contemplated by Section 2.03 of the Master Transaction Agreement) with respect to the assets supporting the Reinsured Liabilities held in the Trust Account and/or the Subsidiary Trust Account and in each case, determined as if U.S. statutory accounting principles as of the date of this Agreement (without regard to any cap on the recognition of negative interest maintenance reserves contained therein) applied to the Reinsurer and the Subsidiary Grantor, based on the Book Value of the relevant asset and the then-applicable U.S. federal statutory income tax rate of the Reinsurer (which is twenty-one percent (21%) as of the date hereof) and using the grouped method and NAIC published percentages of interest maintenance reserve amortization; provided, that (a) transfers of cash and assets between the Trust Account and the Subsidiary Trust Account by the Reinsurer in accordance with Section 4.2(b) will be deemed non-sale transfers that do not create interest maintenance reserves and (b) transfers between either of the Trust Account and the Subsidiary Trust Account, on the one hand, and the Segregated Account, on the other hand in accordance with Section 4.2(b) will be deemed non-sale transfers that do not create interest maintenance reserves.

"Premium Increase Approval" means Ceding Company has received written confirmation from an insurance regulatory authority that all approvals required to implement a premium rate increase on a policy series within the Reinsured Polices have been granted; provided that such written confirmation is issued after September 30, 2024 and received before December 31, 2031.

"Premiums" means premiums, considerations, payments, policy fees and other amounts actually received by or on behalf of the Ceding Company or any of its Affiliates in respect of the Reinsured LTC Policies and Reinsured IDI Policies, to the extent allocable to the period on and after the Effective Time.

"Present Value of Rate Increase (PVRI)" means the sum of all AMPI discounted to September 30, 2024 at an annual rate of [***]% and based on Ceding Company's best estimate actuarial assumptions and projection model as of September 30, 2024.

"Producer" means any agent, broker, producer, distributer, or Representative as respects the Reinsured Policies.

"Producer Agreements" means any agreement, contract, understanding or arrangement between the Ceding Company or any Affiliate thereof and any Producer relating to the solicitation, sale, marketing and production or servicing of any of the Reinsured Policies, including any assignment of commissions or compensation thereunder.

"Proposed Rate Increase" has the meaning set forth in Section 3.12(c).

"PVRI Cap" means [***].

"Qualifying Letters of Credit" means one or more clean, irrevocable, unconditional letters of credit that (a) are issued by an institution that (i) is organized under the laws of the United States of America, any state thereof or Canada, (ii) is set forth on the List of Qualified United States Financial Institutions established and maintained by the NAIC, (iii) has (or the bank holding company owning all of the capital stock of such institution has) capital, surplus and undivided profits of at least $10 billion in the aggregate and (iv) whose long-term unsecured debt obligations (or the long-term unsecured debt obligations of the bank holding company owning all of the capital stock of such institution) shall have been given a rating of "A-" or better by S&P and "A3" or better by Moody's, and (b) have terms that comply with the requirements of the credit for reinsurance laws and regulations of the State of Maine; provided, that as of any date of determination, the aggregate available amount under all such Qualifying Letters of Credit may not exceed [***] percent ([***]%) of the Required Balance and any excess amount shall not be considered an Eligible Asset; provided, further, that any Qualifying Letters of Credit deposited to or held in the Subsidiary Trust Account shall not be considered an Eligible Asset.

"Quota Share" means 100%.

"Rate Effective Date" means the policy anniversary date on which the specified premium rate increase goes in effect.

"Rate Increase Request Filings" has the meaning set forth in Section 3.12(d).

"Recapture Date" has the meaning set forth in Section 7.3(a).

"Recapture Exercise Period" has the meaning set forth in Section 7.3(a).

"Recapture Transaction IMR Amount" means the amount of the interest maintenance reserve, determined on a basis consistent with SAP applicable to the Ceding Company (calculated on a pre-tax basis), that is created on the date of payment of the Terminal Settlement as a direct result of the transfer of assets contemplated by Section 7.4 of the Agreement, without regard to any cap on the recognition of negative interest maintenance reserves in connection therewith.

"Recapture Triggering Event" means any of the following occurrences:

(a) (i) the Reinsurer's ECR Ratio as of any calendar quarter-end is below [***]% and the Reinsurer has not cured such shortfall as of thirty (30) calendar days after the applicable Capital Reporting Deadline or (ii) the Reinsurer fails to deliver an ECR Ratio Report in respect of a relevant quarter-end date to the Ceding Company and the Reinsurer has not within thirty (30) calendar days following receipt of written notice of such failure from the Ceding Company delivered such ECR Ratio Report to the Ceding Company;

(b) there has been a failure by the Reinsurer (i) to timely pay any undisputed Reinsured Liabilities within thirty (30) calendar days after receipt of written notice of such failure from the Ceding Company, or (ii) to timely make any required and undisputed additional deposit of Eligible Assets to the Trust Account (or to timely cause the Subsidiary Grantor to make any required and undisputed additional deposit to the Subsidiary Trust Account) and such failure has not been cured within thirty (30) calendar days after written notice thereof from the Ceding Company or (iii) to

perform or observe any material terms and conditions of the Investment Guidelines (other than, for the avoidance of doubt, a failure to deposit additional Eligible Assets, which shall be subject to cure in accordance with clause (ii) above) and such failure continues for sixty (60) calendar days after written notice thereof from the Ceding Company;

(c) a (1) Current RJ Requirements Failure Event, (2) Ceding Company Fault Reserve Credit Event or (3) No Fault Reserve Credit Event (x) has occurred and is continuing and (y) the Reinsurer has not remedied such event on or prior to the date that is seventy-five (75) calendar days after the Reinsurer receives notice in writing from the Ceding Company of such loss of Reserve Credit or, if earlier, second ($2^{nd}$) Business Day prior to the end of the calendar quarter during which such Reserve Credit Event occurs;

(d) an Insolvency Event;

(e) the Retrocessionaire has given the Reinsurer notice that it is exercising its right to terminate the Retrocession Agreement pursuant to Section 3.02(b) of the Retrocession Agreement;

(f) the Reinsurer has given the Retrocessionaire notice that it is exercising its right to terminate or recapture the Retrocession Agreement pursuant to Section 3.02(a) of the Retrocession Agreement due to the occurrence of an event described in clause (a) of the definition of "Retrocession Recapture Event" in the Retrocession Agreement; or

(g) the Reinsurer has given the Retrocessionaire notice that it is exercising its right to terminate or recapture the Retrocession Agreement pursuant to Section 3.02(a) of the Retrocession Agreement due to the occurrence of an event described in any of clauses (b) through (e) of the definition of "Retrocession Recapture Event" in the Retrocession Agreement.

"Receiving Party" has the meaning set forth in Section 11.10(a).

"Recipient" has the meaning set forth in Section 11.1(b).

"Reinsured IDI Policies" means the IDI Policies, to the extent assumed via indemnity reinsurance by the Ceding Company.

"Reinsured Liabilities" means the following Liabilities of the Ceding Company arising out of or resulting from the Reinsured Policies, in each case, determined (a) net of Inuring Reinsurance recoverable (whether collected or not) pursuant to the terms thereof in effect on the date hereof, as may be modified, amended, supplemented, replaced or restated or waived with the Reinsurer's consent in accordance with Section 2.11 and (b) gross of Non-Inuring Reinsurance: (i) all Liabilities for claims, benefits, Buyout Payments (to the extent consented to by the Reinsurer), amounts payable for returns or refunds of premium amounts and other amounts, in each case, payable under or arising out of the express terms and conditions of the Reinsured Policies, whether incurred before, at, or after the Effective Time, but excluding the Effective Date PCA Reserve Benefits; (ii) all Liabilities arising out of or resulting from changes to the terms and conditions of the Reinsured Policies at or after the Effective Time in accordance with Section 2.2, Section 3.12 or Section 3.14; (iii) all Liabilities for judgments, settlements and compromises in respect of Contested Claims, as well as associated expenses for the investigation and litigation of Contested

Claims, but only to the extent in accordance with and subject to Section 3.15; (iv) Permitted Ex Gratia Payments arising at or after the Effective Time; and (v) all escheat and unclaimed property Liabilities arising under the Reinsured Policies, to the extent incurred at or after the Effective Time for dates of service or mortality events occurring after the Effective Time (but excluding any fines, interest, penalties or other payments arising as a result of a failure to timely escheat or pay abandoned property liabilities or any other violation of Applicable Law), in each case, without duplication.

"Reinsured LTC Policies" means all long-term care insurance contracts, policies, certificates, binders or other agreement of insurance, including all supplements, riders and endorsements issued or written in connection therewith, in each case issued, renewed or written by the Ceding Company that are listed on Schedule J-2, whether with respect to active lives or disabled lives, including any such contract that may have lapsed following September 30, 2024 and is subsequently reinstated in accordance with Section 2.6, any such contracts that are rewritten pursuant to Section 2.7 and additional endorsements issued in connection with Policy Options taken by the Ceding Company in accordance with this Agreement.

"Reinsured Policies" means, collectively, the Reinsured IDI Policies and the Reinsured LTC Policies.

"Reinsured Risks" has the meaning set forth in Section 2.1.

"Reinsurer" has the meaning set forth in the preamble.

"Reinsurer Domicile" means Bermuda, or, if the Reinsurer changes its domicile, such other jurisdiction of domicile.

"Reinsurer Extra-Contractual Obligations" means all Extra-Contractual Obligations to the extent due to actions taken or inactions by the Ceding Company or any of its Affiliates, at the specific written direction or request of Reinsurer or any of its Affiliates.

"Reinsurer Indemnified Parties" has the meaning set forth in Section 8.2.

"Reinsurer Investor" means any direct or indirect equityholder of FGH Parent, L.P. or any Affiliate of any such equityholder (other than FGH Parent, L.P. and its direct and indirect subsidiaries); provided, that Reinsurer Investor shall not include any funds or other investment vehicles sponsored or managed by any of the foregoing or any portfolio company of such funds or other investments vehicles.

"Reinsurer Minimum Retention" has the meaning set forth in Section 2.9.

"Reinsurer Provisions" has the meaning set forth on Schedule P.

"Representatives" means, with respect to a Person, such Person's Affiliates and the officers, directors, employees, agents, investment bankers, attorneys, financial advisers, accountants, actuaries, reinsurers or other representatives of such Person or any of its Affiliates.

"Required Balance" means, [***]

"Reserve Credit" means full statutory financial statement credit for the reinsurance ceded to the Reinsurer under this Agreement in the Ceding Company's annual and quarterly statutory financial statements required to be filed by the Ceding Company with the Governmental Authority charged with supervision of insurance companies in the Applicable State.

"Reserve Credit Event" means the failure of the Ceding Company to receive Reserve Credit.

"Resolution Period" has the meaning set forth in Section 3.12(f)(ii).

"Retrocession Agreement" means the Retrocession Agreement, dated the date hereof, between the Reinsurer and the Retrocessionaire.

"Retrocession Agreement Change" has the meaning set forth in Section 10.1.

"Retrocession Replacement Arrangement" has the meaning set forth on Schedule I.

"Retrocession Replacement Period" has the meaning set forth on Schedule I.

"Retrocessionaire" has the meaning set forth in the preamble.

"Retrocessionaire Caused Event" has the meaning set forth on Schedule I.

"Retrocessionaire Extra-Contractual Obligations" means all Extra-Contractual Obligations to the extent due to actions taken or inaction by the Ceding Company or the Reinsurer or any of their respective Affiliates at the specific written direction or request of Retrocessionaire or any of its Affiliates.

"Retrocessionaire Indemnified Parties" has the meaning set forth in Section 8.2.

"Retrocessionaire Provisions" has the meaning set forth in Schedule P.

"SAP" means the statutory accounting practices prescribed or, to the extent specified on Schedule E, permitted by the Governmental Authority responsible for the regulation of insurance companies in the Ceding Company Domiciliary State or the Reinsurer Domicile, as applicable.

"Sanctioned Person" means, at any time, other than for purposes of Schedule 11.17, any Person (a) listed in any Sanctions list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the United Nations Security Council, (b) resident in or organized under the laws of an Embargoed Jurisdiction or (c) otherwise a target of U.S. Sanctions, including by reason of being owned or controlled by a Person described in the foregoing clauses (a) or (b).

"Sanctions" means U.S. Sanctions and any other economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the United Nations Security Council, (b) the European Union, (c) His Majesty's Treasury of the United Kingdom, (d) Switzerland or (e) Bermuda.

"Section 953(d) Election" has the meaning set forth in Section 9.4.

"Security Funding Reporting Date" has the meaning set forth in Section 3.8(a)(ii).

"Security Incident" means an act or attempt to gain unauthorized access to, to misuse or to exfiltrate Personal Information or other Confidential Information of the Ceding Company or its Affiliates processed, transmitted or stored by the Reinsurer, the Retrocessionaire or any of its or their Affiliates or Representatives in connection with this Agreement (i) of which notice is required to be provided to any Governmental Authority, (ii) which has a reasonable likelihood of materially harming any material part of operations in connection with this Agreement; or (iii) which results in the deployment of ransomware within a material part of information systems used in connection with this Agreement. For greater certainty, an unsuccessful or inconsequential Security Incident or other incident that does not represent a material threat to confidentiality, integrity or availability of Personal Information or Confidential Information of the Ceding Company (such as scans, pings, broadcast attacks, unsuccessful log-on attempts, denials of service or unsuccessful automated attempts to penetrate computer networks) shall not, in isolation, meet the thresholds in (ii) or (iii) in the preceding sentence.

"Segregated Account" means a segregated bank account of the Reinsurer identified on its books and records as relating to this Agreement.

"Single Effective Discount Rate" means a single effective discount rate (with discounting occurring in compounded, daily increments to the Effective Date) determined such that (x) the discounted value of all Fee Payments (as defined in the Retrocession Agreement), *minus* (y) the discounted value of all Expected Net Premium (as contained in Exhibit B of the Retrocession Agreement), *equals* (z) the final Base Deposit Balance.

"Specified Balance" means the result of (a) an amount equal to $[***] on the Closing Date, which shall reduce by $[***] on each anniversary of the Closing Date until such amount is equal to [***], *plus* (b) the result (which may be positive or negative) of (i) the Book Value of the Eligible Assets in the Segregated Account *minus* (ii) the Fair Market Value of the Eligible Assets in the Segregated Account, in each case as of such date of determination, with the amount in (b) deemed zero if the ratio of the Fair Market Value and Book Value of the Eligible Assets in the Segregated Account is greater than [***].

"Subsidiary Grantor" means Fortitude Re Investments, LLC, a Delaware limited liability company and, as of the date hereof, a wholly-owned subsidiary of the Reinsurer.

"Subsidiary Trust Account" means the trust account established by the Subsidiary Grantor for the benefit of the Ceding Company under the Subsidiary Trust Agreement.

"Subsidiary Trust Agreement" means that certain Trust Agreement dated as of the date hereof by and among the Subsidiary Grantor, the Ceding Company and the Trustee.

"Tax" has the meaning set forth in the Master Transaction Agreement.

"Tax Authority" means, with respect to any Tax, any government or political subdivision thereof that imposes such Tax, and any agency charged with the collection, assessment, determination or administration of such Tax for such government or subdivision.

"Terminal Settlement" means the applicable amount calculated in accordance with Schedule I.

"Terminal Settlement Statement" has the meaning set forth in Section 7.4(a).

"Third Parties" has the meaning set forth in Section 11.10(b)(i).

"Third Party Accountant" means Deloitte or KPMG or, if Deloitte or KPMG is unwilling or unable to serve, another independent certified public accounting firm in the United States of international recognition mutually agreeable to the Ceding Company and the Reinsurer and that is not the auditor or independent accounting firm of any of the Parties or their Affiliates; provided, that if the Parties are unable to agree upon such accounting firm within ten (10) Business Days of being notified that Deloitte or KPMG is unwilling or unable to serve, either Party may request that the American Arbitration Association appoint, within ten (10) Business Days from the date of such request or as soon as practicable thereafter, an independent and impartial certified public accounting firm in the United States of international recognition that is not the auditor or independent accounting firm of any of the Parties of any of their Affiliates to serve as the Third Party Accountant.

"Third Party Actuary" means Oliver Wyman U.S.; provided that, any personnel of Oliver Wyman U.S. who were involved in providing any services to any Party hereunder in connection with this Agreement or the other Transaction Agreements, or in evaluating the transactions contemplated hereunder and thereunder, or who has provided services to any Party during the prior twelve months (as of such time of determination) shall be not be permitted to participate in any manner whatsoever (including in a consulting or advisory capacity) in Oliver Wyman U.S.'s role as a Third Party Actuary hereunder; provided, further, that if Oliver Wyman U.S. is disqualified pursuant to the requirements of this definition or is unwilling or unable to serve, another independent actuarial firm in the United States of national recognition mutually agreeable to the Ceding Company and the Reinsurer and the Retrocessionaire (if applicable) and that is not the auditor or actuarial or independent accounting firm of any of the Parties or their Affiliates and is otherwise independent and impartial and who is a qualified Fellow of the Society of Actuaries (FSA); provided, further, that if the Parties are unable to agree upon such actuarial firm within ten

(10) Business Days of being notified that Oliver Wyman U.S.is disqualified pursuant to the requirements of this definition or is unwilling or unable to serve, either Party may request that the American Arbitration Association appoint, within ten (10) Business Days from the date of such request or as soon as practicable thereafter, an independent and impartial actuarial firm in the United States of national recognition that is not the auditor or actuarial or independent accounting firm of any of the Parties or their Affiliates, who is a qualified Fellow of the Society of Actuaries (FSA), to serve as the Third Party Actuary.

"Third Party Claim" means any claim, action, suit or proceeding made or brought by any Person that is not a party to this Agreement (it being understood that the Retrocessionaire is a party to this Agreement) and is not an Affiliate of any party to this Agreement.

"Transaction Agreements" has the meaning set forth in the Master Transaction Agreement.

"Tribunal" has the meaning set forth in Section 11.5(b)(i).

"Trust Account" means the trust account established by the Reinsurer for the benefit of the Ceding Company under the Trust Agreement.

"Trust Agreement" means that certain Trust Agreement dated as of the date hereof by and among the Reinsurer, the Ceding Company and the Trustee.

"Trustee" means U.S. Bank National Association or any successor trustee under the Trust Agreement or the Subsidiary Trust Agreement, as the case may be.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"U.S. Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control, the U.S. Department of the Treasury or the U.S. Department of State.

"Valuation Expert" means an independent valuation firm (i) with expertise in the asset or asset class under dispute, (ii) that is independent and impartial, (iii) that is not a competitor of the investment manager of the Trust Account, the Subsidiary Trust Account or the Segregated Account with respect to such asset or asset class under dispute and (iv) that is mutually acceptable to the Ceding Company and the Reinsurer.

## ARTICLE II.

## BASIS OF REINSURANCE AND BUSINESS REINSURED

Section 2.1. Coverage. Upon the terms and subject to the conditions and other provisions of this Agreement, as of the Effective Time, the Ceding Company hereby cedes to the Reinsurer, and the Reinsurer hereby agrees to indemnify the Ceding Company for, the Quota Share of the Reinsured Liabilities payable by the Ceding Company after the Effective Time (the "Reinsured Risks"). The reinsurance effective under this Agreement shall be maintained in force,

without reduction, unless such reinsurance is terminated or recaptured as provided herein. For the avoidance of doubt, the reinsurance hereunder shall be effected as if there are no ceded reinsurance agreements of the Ceding Company other than the PLA Affiliate Reinsurance Agreement, the Inuring Reinsurance, this Agreement and the Retrocession Agreement.

Section 2.2. Insurance Contract Changes. Except (i) as directed or agreed by the Reinsurer in advance in writing, (ii) for any changes initiated by the holder of any Reinsured Policy pursuant to the terms of such Reinsured Policy, (iii) for any changes mandated by Applicable Law, in which case the Ceding Company shall notify the Reinsurer of such change, (iv) in accordance with and subject to Section 2.6, Section 2.7, Section 3.14 or Section 3.15 or (v) for premium rate increase actions conducted in accordance with Section 3.12, the Ceding Company shall not, on its own initiative, change the terms of any Reinsured Policy or permit PLA to change the terms of any Reinsured IDI Policy. The Ceding Company shall provide prompt written notification to the Reinsurer of any changes with respect to the terms and conditions of any of the Reinsured Policies.

Section 2.3. Liability. The Reinsurer's Liability under this Agreement shall attach as of the Effective Time and, subject to Section 2.2, Section 3.15 and the other terms and conditions of this Agreement, the Reinsurer's Liability under this Agreement shall be subject in all respects to the same terms, rates, conditions and Premiums payable to the Ceding Company, and to the same modifications, alterations and cancellations of the Reinsured Policies as the Ceding Company. For the avoidance of doubt, if the Ceding Company's liability under the Reinsured Policies is changed because of changes made on or after the Effective Time in the terms and conditions of the Reinsured Policies, the Reinsurer will only share in the change if such change is made in accordance with Section 2.2.

Section 2.4. Indemnity Reinsurance. This Agreement is an indemnity coinsurance agreement solely between the Ceding Company and the Reinsurer, and the performance of the obligations of each Party under this Agreement shall be rendered solely to the other Party. The Ceding Company shall be and shall remain the only Party hereunder that is liable to any insured, Policyholder, claimant or beneficiary under any policy reinsured hereunder.

Section 2.5. Territory. The territorial limits of this Agreement shall be identical with those of the Reinsured Policies.

Section 2.6. Reinstatements and Exclusions. If any Reinsured Policy that has lapsed is subsequently reinstated (a) in accordance with its express policy terms and conditions, (b) as required by Applicable Law or a Governmental Authority with competent jurisdiction or (c) in accordance with the customary practices and policies of the Ceding Company and its Affiliates with respect to the Other LTC Policies or Other IDI Policies, as applicable, and the Reinsured Policies and consistent with the guidelines set forth on Schedule 2.6, in each case, prior to the termination of this Agreement, the reinsurance for such Reinsured Policy under this Agreement shall be reinstated automatically. The Ceding Company shall pay the Reinsurer an amount in cash equal to (i) the then-applicable statutory reserves attributable to such Reinsured Policy determined as of the date of reinstatement to the extent the calculation of the Initial Reinsurance Premium as finally determined and transferred to the Reinsurer did not contemplate the lapsed policy, plus (ii) the Quota Share of all amounts received by the Ceding Company in connection with the reinstatement of such Reinsured Policy.

Section 2.7. Misstatement of Fact. In the event of a change in the amount payable under a Reinsured Policy due to a misstatement of fact, the Reinsurer's liability with respect to such Reinsured Policy will change proportionately. Such Reinsured Policy will be rewritten from commencement on the basis of the adjusted amounts using premiums and such other terms based on the correct facts, and the proper adjustment for the difference in Premiums, as mutually agreed between the Parties, without interest, will be made.

Section 2.8. Programs of Internal Replacement; Exchange Programs. Except for Buyout Settlements, Buyout Payments and Policy Options in connection with rate increases contemplated under Section 3.12 or as otherwise consented to by the Reinsurer, the Ceding Company shall not, and shall cause its Affiliates not to, directly or indirectly, undertake, solicit, sponsor, knowingly and intentionally encourage or support any exchange program in respect of the Reinsured Policies or otherwise target in a directed, programmatic or systematic manner the Reinsured Policies for replacement or take any actions with respect to the Reinsured Policies designed or intended to cause Policyholders of the Reinsured Policies to surrender or lapse or otherwise exchange a Reinsured Policy for another policy; provided, however, that (a) the actions and recommendations of the agents, general agents or brokers of the Ceding Company or its Affiliates, acting independently and not at the direction of the Ceding Company or its Affiliates, shall not constitute a program of internal replacement, (b) any actions required by Applicable Law or required or requested in writing by a Governmental Authority with competent jurisdiction over the Ceding Company or the Reinsured Policies shall not constitute a program of internal replacement and (c) nothing in this Section 2.8 shall prohibit the Ceding Company or any of its Affiliates from (i) engaging in general solicitations or marketing efforts not targeted at Policyholders, or otherwise issuing policies to any Person who contacts the Ceding Company or any of its Affiliates on his or her own initiative without solicitation or as a result of such general solicitations or marketing efforts or (ii) providing notices to Policyholders required by Applicable Law or a Governmental Authority.

Section 2.9. Retrocession. The Reinsurer may cede all or any portion of the Reinsured Liabilities other than any such liabilities already ceded under the Retrocession Agreement; provided that (a) the Reinsurer shall at all times retain, net for its own account (and not reinsured or retroceded) not less than ten percent (10%) of the Reinsured Liabilities, in each case, net of the liabilities ceded under the Retrocession Agreement (the "Reinsurer Minimum Retention") and (b) shall not retrocede any such Reinsurer Minimum Retention without the prior written consent of the Ceding Company (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, the Ceding Company's consent shall not be required in respect of the Reinsurer's retrocession or other conveyance of the Reinsurer Minimum Retention (or any other part of the risks assumed hereunder) to any Affiliate of the Reinsurer.

Section 2.10. Retention.

(a) Without the prior written consent of the Reinsurer (not to be unreasonably withheld, conditioned or delayed), the Ceding Company and its Affiliates shall not reinsure or transfer the aggregate risk under Other LTC Policies in excess of the then-applicable LTC Retention Level.

(b) The Ceding Company and its Affiliates shall retain for its or their own account at least [***] percent ([***]%) of the aggregate statutory reserves on the risks under the IDI Policies in effect as of the date of determination, and not reinsure or transfer such net retained portion to any Person without the prior written consent of the Reinsurer.

Section 2.11. Existing Reinsurance Agreements. The Ceding Company (a) shall not, and shall cause its applicable Affiliates not to, without the prior written consent of the Reinsurer, initiate or voluntarily consent to (i) the termination of the PLA Affiliate Reinsurance Agreement or any Inuring Reinsurance with respect to the IDI Policies or (ii) modify, amend, supplement, replace or restate, or waive its rights under, the PLA Affiliate Reinsurance Agreement or any Inuring Reinsurance, to the extent relating to the IDI Policies and (b) shall, and shall cause its applicable Affiliates to, comply in all material respects with the terms and conditions of, and perform its and their obligations and exercise and enforce its and their available rights and remedies under, the PLA Affiliate Reinsurance Agreement and any Inuring Reinsurance, to the extent relating to the IDI Policies.

## ARTICLE III.

## PAYMENTS; ADDITIONAL CONSIDERATION; ADMINISTRATION

Section 3.1. Payments by the Parties.

(a) On the Closing Date, (i) the Ceding Company and the Reinsurer shall transfer amounts as set forth in Section 2.03 of the Master Transaction Agreement and (ii) the Reinsurer shall transfer the Specified Balance to the Segregated Account, which may be in accordance with Section 4.8(c).

(b) Following the Closing Date, in accordance with Section 2.04 and Section 2.05 of the Master Transaction Agreement, the Parties will finalize the Initial Reinsurance Premium in respect of the Reinsured Policies and make any adjustment payments or Trust Account or Subsidiary Trust Account deposits necessary to reflect the difference between (i) the amounts reflected on the Final Statement of Net Settlement and the Estimated Statement of Net Settlement and (ii) the Base Deposit Balance and the Estimated Base Deposit Balance, in each case as such estimated amounts may be adjusted pursuant to Section 2.03(b) of the Master Transaction Agreement; provided that, in connection with any adjustment payment to be made by the Reinsurer pursuant to this Section 3.1(b) or otherwise in connection with the transactions contemplated by this Agreement, the Reinsurer may (and may direct the Subsidiary Grantor to) withdraw Eligible Assets from the Trust Account and Subsidiary Trust Account, as applicable, in accordance with the procedures set forth in the Trust Agreement and the Subsidiary Trust Account, as the case may be, in each case with the prior consent of the Ceding Company (not to be unreasonably withheld, conditioned or delayed, it being understood that the Ceding Company's withholding, conditioning or delay of such consent shall be deemed reasonable if, other than with respect to the withdrawal of cash, the Market-to-Book Ratio would decline as a result of such withdrawal).

Section 3.2. Additional Consideration. As additional consideration for the Reinsurer entering into this Agreement, the Reinsurer shall be entitled to the Quota Share of Ceded Premiums and any and all other collections and recoveries relating to the Reinsured Risks, in each

case, to the extent actually received by or on behalf of the Ceding Company after the Effective Time (the "Additional Consideration").

Section 3.3. Delayed Payments. If there is a delayed settlement of any undisputed payment due hereunder, interest will accrue on such overdue payment at the Interest Rate until settlement is made. For purposes of this Section 3.3 a payment will be considered overdue, and such interest will begin to accrue, on the first day immediately following the date such undisputed payment is due. For greater clarity, a payment shall be deemed to be due hereunder on the last date on which such undisputed payment may be timely made under the applicable provision.

Section 3.4. Defenses. The Reinsurer accepts, reinsures and assumes the Reinsured Risks subject to any and all defenses, set-offs and counterclaims to which the Ceding Company would be entitled with respect to the Reinsured Risks, it being expressly understood and agreed to by the Parties hereto that no such defenses, set-offs, or counterclaims are or shall be waived by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby and that the Reinsurer is and shall be fully subrogated in and to all such defenses, set-offs and counterclaims.

Section 3.5. Offset. Except as otherwise provided under Applicable Law, any debts or credits incurred in favor of or against either the Ceding Company or the Reinsurer under or with respect to this Agreement are deemed mutual debts or credits and may be set off, and only the net balance shall be allowed or paid, regardless of any insolvency, rehabilitation, conservatorship or comparable proceeding by or against the Ceding Company or the Reinsurer. Such right shall apply to the full extent permitted under the laws of the domicile of the insolvent Party.

Section 3.6. Policy Administration.

(a) Other than as set forth in the Ceding Company Disclosure Schedule delivered to the Reinsurer in connection with the Master Transaction Agreement, the Ceding Company confirms that it has the authority to take premium rate increase actions, perform administrative activities and engage in other related activities with respect to the Reinsured LTC Policies ceded under this Agreement as contemplated herein and, as of the date hereof and as of the Effective Date, there is no restriction from any Person pursuant to any contractual arrangement or from any Governmental Authority limiting or prohibiting such action.

(b) The Ceding Company shall provide or cause to be provided, including by its Affiliates, all administrative and related services with respect to the Reinsured Policies, including, without limitation, billing and collection, communications with policyholders, policy changes, claims management services and, with respect to Reinsured LTC Policies, wellness initiatives and rate increases (collectively, the "Administrative Services"). The Ceding Company agrees to and shall cause its Affiliates to perform the Administrative Services (i) in a professional and timely manner, in good faith and in accordance with industry standards and with the skill, diligence and expertise in administering long-term care and individual disability income insurance policies, as applicable, that would reasonably be expected from experienced and qualified personnel performing such duties in like circumstances, with no less than the standard of care that is applied by the Ceding Company and its Affiliates with respect to the Reinsured Policies as of the date hereof, (ii) in all material respects in accordance with the terms of the Reinsured Policies, (iii) in

the case of the Reinsured Policies, in a manner consistent with the Ceding Company's or its Affiliates' practices, administration and performance as administrator of Other LTC Policies (taking into account any applicable differences in attained age) and the Other IDI Policies, as applicable, including those policies and procedures with respect to litigated, contested, appealed or mediated claims and with respect to completeness, diligence, accuracy, quality, timeliness, frequency, volume, amount, priority, care, responsiveness and detail, as such policies and procedures may be reasonably amended from time to time and (iv) in accordance with the terms of this Agreement and Applicable Law, including the maintenance by the Ceding Company, its applicable Affiliates or its applicable subcontractors of all Permits from Governmental Authorities that are necessary to perform the administration contemplated by this Section 3.6 (the "Performance Standard"). At any time, if the Ceding Company and its Affiliates fail to satisfy the Ceding Company Reserves Threshold, then during such time, the Ceding Company may not materially change or alter the procedures or processes for the claims-paying or administrative practices with respect to the Reinsured LTC Policies without the prior written consent of the Reinsurer, such consent not to be unreasonably withheld, conditioned or delayed. In any event, the Ceding Company shall not reduce the Performance Standard with respect to its administration of the Reinsured Policies. The Ceding Company shall provide notice of any material change to its procedures or processes for the claims-paying or administrative practices relating to its administration of the Reinsured Policies. In the event the Ceding Company proposes to make any material change to its procedures or processes for the claims-paying or administrative practices relating to its administration of the Reinsured LTC Policies during such time, the Ceding Company shall give the Reinsurer notice of such proposals and provide such other information with respect thereto that may be reasonably requested by the Reinsurer for purposes of determining whether to provide consent.

(c) The Ceding Company may transfer, assign, delegate or subcontract for the performance of all or any portion of the Administrative Services to any other Person; provided, that the Ceding Company may only transfer, assign, delegate or subcontract all or any portion of the Administrative Services to any Person in a manner no less favorable to the Reinsurer than as to the Ceding Company; provided, however, if the Ceding Company and its Affiliates fail to satisfy the Ceding Company Reserves Threshold, then the Ceding Company will obtain the Reinsurer's consent (which shall not be unreasonably withheld, conditioned or delayed) prior to transferring, assigning, delegating or subcontracting any material portion of the Administrative Services for the Reinsured LTC Policies. Without limiting the foregoing, (i) no transfer, assignment, delegation or subcontracting of the performance of Administrative Services shall relieve the Ceding Company from any of its obligations hereunder, and (ii) the Ceding Company shall remain responsible for all obligations or liabilities of such transferee, assignee, delegee or subcontractor with respect to the performance of the obligations hereunder as if performed by the Ceding Company.

(d) To the extent that the Ceding Company proposes to delegate or delegates any material administrative services (including accepting premiums, benefit payments and claims handling and adjusting) with respect to any Reinsured Policy hereunder to any non-Affiliate, the Ceding Company shall provide the Reinsurer with notice of such delegation and, upon the Reinsurer's request, the Ceding Company shall provide to the Reinsurer any due diligence or evaluation materials received by the Ceding Company or its Affiliates from such non-Affiliated subcontractor, subject to the Reinsurer entering into any customary confidentiality agreement with

such non-Affiliate subcontractor as may be reasonably required by such non-Affiliate subcontractor, which materials will include a copy of such subcontractor's SSAE 18 Type I or II report solely to the extent provided and contractually permitted to be shared with the Reinsurer, and if not provided or able to be shared, the other due diligence materials collected at the discretion of the Ceding Company or its Affiliates as would be reasonably expected to cover similar information, in each case, to the extent that the Ceding Company or its applicable Affiliates is contractually permitted to provide such materials to the Reinsurer. Without limiting the foregoing, the Ceding Company will provide to the Reinsurer any reports it actually receives relating to service level information or significant testing exceptions of such non-Affiliated subcontractor, subject to the Reinsurer entering into any customary confidentiality agreement with such non-Affiliate subcontractor as may be reasonably required by such non-Affiliate subcontractor.

(e) In the event that the Ceding Company is unable, for any reason, to perform all or a material portion of the Administrative Services in compliance with the Performance Standard for a period that is reasonably expected to exceed thirty (30) consecutive calendar days, where such failure to perform would, individually or in the aggregate, reasonably be expected to be material and adverse to the Reinsurer ("Administrative Failure"), the Ceding Company shall promptly provide notice to the Reinsurer of the Ceding Company's inability to perform the applicable Administrative Services and the Reinsurer may also provide notice to the Ceding Company of an Administrative Failure, which may include recommendations that the Ceding Company take specific corrective actions in order to improve the Ceding Company's administration of the impacted Reinsured Policies. Within sixty (60) days from the Ceding Company's delivery or receipt of any such notice, the Ceding Company shall deliver to the Reinsurer a corrective action plan (the "Corrective Action Plan") setting forth a strategy to remedy the inability of the Ceding Company to perform such Administrative Services (which may include, upon written consent of the Reinsurer, obtaining an alternative means of providing such Administrative Services) and a reasonable timeline to implement such strategy. The Ceding Company shall consider in good faith any changes to the Corrective Action Plan reasonably requested by the Reinsurer, and the Ceding Company shall use commercially reasonable efforts to implement such Corrective Action Plan as soon as reasonably practicable. The Ceding Company shall keep the Reinsurer reasonably apprised of the implementation of the Corrective Action Plan and, if (a) the Ceding Company has not commenced implementation of such Corrective Action Plan within thirty (30) calendar days after delivery of such Corrective Action Plan to the Reinsurer, (b) the Ceding Company has not fully implemented such Corrective Action Plan in accordance with the reasonable timeline mutually agreed by the Parties as set forth therein or (c) the Reinsurer does not agree with the Corrective Action Plan, the Ceding Company shall, following consultation with the Reinsurer, obtain an alternative means of providing such Administrative Services. The Ceding Company shall be responsible for all fees, costs and expenses incurred in order to obtain such alternative means of providing the applicable Administrative Services and in order to restore such Administrative Services or in connection with the Reinsurer's obtaining an alternative means of providing such Administrative Services.

(f) Promptly following the date hereof, each Party shall appoint and provide written notice to the other parties of the name, title and contact information for one or more individuals who shall each be a current officer or employee of such Party or an Affiliate thereof and who shall serve as such Party's primary contacts with respect to issues that may arise out of the

administration of the Reinsured Policies (each, a "Coordinator"). Each Party may replace any of their respective Coordinators by giving notice as soon as reasonably practical to the other Party stating the name, title and contact information for the new Coordinator. The Coordinators will have primary responsibility on behalf of their respective Party to communicate and coordinate with the other Coordinators with respect to issues relating to the administration of the Reinsured Policies. The Coordinators shall meet, either in person or telephonically, at least quarterly until the 2nd anniversary of this Agreement and twice per calendar year thereafter and more frequently as they may determine to be necessary or appropriate. In the event there is an open issue that is time critical (in the reasonable judgment of the requesting Coordinator) or a dispute arises between the Parties under this Agreement with respect to the administration of the Reinsured Policies, the Coordinators shall meet as soon as reasonably practicable and shall use reasonable efforts and work together in good faith to resolve any such disagreements or disputes between the Parties as expeditiously as possible. Subject to Section 3.6(e), if the Coordinators are unable to resolve a dispute, the Parties shall submit the dispute to the Third Party Actuary or, if such dispute is not with respect to an actuarial matter, to arbitration in accordance with Section 11.5(b).

(g) The Coordinators shall discuss topics of importance to administration of the Reinsured Policies, pursuant to meeting protocols developed by the Coordinators from time to time, with such topics, including, by way of example, proposed changes by the Ceding Company in its administrative or claims management practices and procedures relating to its administration of the Reinsured Policies, proposed and pending Rate Increase Request Filings, the LLR calculations, audit findings pursuant to Section 5.3, Ceding Company's compliance with the standard set forth in Section 3.6(a), Administration Initiatives and other matters related to the Reinsured Policies.

(h) During the term of this Agreement, either Party may propose to the other that claims modernization initiatives, wellness programs and other additions to the Administrative Services (collectively, "Administration Initiatives") be implemented with respect to the Reinsured Policies. Any such proposal shall include a reasonable description of the recommended Administration Initiatives and the estimated costs (including implementation and on-going costs) and benefits. If the Parties mutually agree (i) that an Administration Initiative should be implemented and (ii) on the impact to the Expense Allowance in connection with implementing such Administration Initiative, then such Administration Initiative shall be deemed added to the definition of Administrative Services hereunder (it being understood that, in the Ceding Company's sole discretion, such Administration Initiative may or may not be applicable to, or may or may not be implemented with respect to, Other LTC Policies and Other IDI Policies) and the Expense Allowance shall be adjusted in accordance with Section 3.7.

Section 3.7. Expense Allowance. In consideration of the Administrative Services, from and after the Effective Time, the Ceding Company shall be entitled to an expense allowance, which expense allowance shall be paid by the Reinsurer to the Ceding Company pursuant to Section 3.8(c) and calculated in accordance with the formula set forth on Schedule F-1 with respect to the Reinsured IDI Policies and Schedule F-2 with respect to the Reinsured LTC Policies (together, the "Expense Allowance"), as may be adjusted by the Ceding Company on a prospective basis with the written consent of the Reinsurer in connection with the Ceding Company's implementation of an Administration Initiative. The Reinsurer shall bear no part of the expenses incurred by the Ceding Company in connection with administering the Reinsured Policies other

than the Expense Allowance or as otherwise provided in Section 3.15. The Ceding Company acknowledges and agrees that the allowance for any premium Taxes or similar Taxes, state guarantee fund assessments or special assessments paid or payable by the Ceding Company in connection with the Reinsured Policies and any amounts due under any of the Producer Agreements or otherwise payable to Producers in connection with the Reinsured Policies are also included in the Expense Allowance.

Section 3.8. Accounting and Settlement.

(a) Reinsurer Asset Valuation Report and Monthly Investment Compliance Report.

(i) Within fifteen (15) Business Days following the end of each Monthly Accounting Period, the Reinsurer shall deliver to the Ceding Company a report (each, an "Asset Valuation Report") substantially in the form of, and containing the information set forth in, Exhibit A-1, including a list of each asset on deposit in the Trust Account, the Subsidiary Trust Account and the Segregated Account, together with the Fair Market Value and Book Value of the Eligible Assets in the Trust Account, the Subsidiary Trust Account and the Segregated Account on an asset-by-asset basis and an aggregate basis, and a calculation (with reasonable supporting detail) of the Post-Closing IMR Amount, in each case, as of the last Business Day of such Monthly Accounting Period. In preparing the Asset Valuation Report, the Reinsurer shall use commercially reasonable efforts to prepare such report based on current data. If such current data cannot be utilized for such report, the Reinsurer shall produce best estimates, with any data supplied as a "best estimate" appropriately labeled or identified, and shall use commercially reasonable efforts to provide an amended Asset Valuation Report based on current data no more than ten (10) Business Days after such report was originally due.

(ii) Within twenty-two (22) Business Days following the end of each Monthly Accounting Period (the "Security Funding Reporting Date"), the Reinsurer shall deliver to the Ceding Company (A) a certification in the form of, and containing the information set forth in, Exhibit A-2, certifying that the Book Value of the Eligible Assets included in the Trust Account and the Subsidiary Trust Account, measured together, is equal to or greater than the Required Balance as of the relevant date of determination and (B) a compliance report in the form of, and containing the information set forth in, Exhibit A-3, setting forth the compliance of the assets in the Trust Account, the Subsidiary Trust Account and the Segregated Account, measured together, with the Investment Guidelines then in effect, tested as of the last Business Day of the applicable Monthly Accounting Period (cumulatively for an applicable Monthly Accounting Period, a "Monthly Investment Compliance Report"). In preparing the Monthly Investment Compliance Report, the Reinsurer shall use commercially reasonable efforts to prepare such report based on current data. If such current data cannot be utilized for such report, the Reinsurer shall produce best estimates, with any data supplied as a "best estimate" appropriately labeled or identified, and shall use commercially reasonable efforts to provide an amended Monthly Investment Compliance Report based on current data no more than ten (10) Business Days after such report was originally due.

(b) Ceding Company Monthly Settlement Report. No later than fifteen (15) Business Days after the end of each Monthly Accounting Period, the Ceding Company shall prepare and deliver to the Reinsurer, with a copy to the Retrocessionaire, a report (each, a "Monthly Settlement Report") substantially in the form of, and containing the information set forth in, Exhibit B, including a statement that sets forth the net amount due to the Ceding Company from the Reinsurer, or to the Reinsurer from the Ceding Company, as applicable, under Sections 2.1, 3.2, 3.7, 3.13 and Article VIII for the applicable Monthly Accounting Period.

(c) Settlements. Monthly settlements shall be effected as follows: (i) if the Monthly Settlement Report shows that the Ceding Company owes the Reinsurer a positive amount, the Ceding Company will pay such amount simultaneously with the delivery to the Reinsurer of the Monthly Settlement Report and (ii) if the Monthly Settlement Report shows that the Reinsurer owes the Ceding Company a positive amount, the Reinsurer shall pay the undisputed amount owed within fifteen (15) Business Days after receiving the Monthly Settlement Report. All amounts payable pursuant to this Section 3.8(c) shall be made in cash or its equivalent.

(d) Disputes. In the event that the Ceding Company has any good faith objection to the calculation of any valuation set forth in any Asset Valuation Report or Monthly Investment Compliance Report or whether any asset is an Eligible Asset as set forth in such Monthly Investment Compliance Report or the Reinsurer has any good faith objection to the calculation of any items set forth in the Monthly Settlement Report (in such capacity, the "Objecting Party"), the Objecting Party may deliver written notice to the other Party within ten (10) Business Days after its receipt of the Asset Valuation Report, within thirty (30) calendar days after its receipt of the Monthly Investment Compliance Report or Monthly Settlement Report or within the timeframe set forth in Section 3.8(e) in respect of a Calculation Error Dispute Notice. Following receipt of a notice of objection pursuant to the first sentence of this Section 3.8(d) or a Calculation Error Dispute Notice pursuant to Section 3.8(e), the Parties shall attempt in good faith to resolve such disagreement for a period of two (2) Business Days in the case of a dispute related to an Asset Valuation Report or a period of thirty (30) calendar days in the case of a dispute related to a Monthly Investment Compliance Report, a Monthly Settlement Report or a Calculation Error Dispute Notice. Any resolution agreed to in writing by the Parties shall be final and binding upon the Parties. If the Parties do not resolve any such disagreement within the applicable time period set forth in the immediately preceding sentence, the Parties shall jointly submit the dispute to (i) the Valuation Expert within two (2) Business Days after the expiration of the applicable time period in the case of a dispute related to an Asset Valuation Report or the Monthly Investment Compliance Report or (ii) the Third Party Accountant in the case of a dispute related to the Monthly Settlement Report or the Calculation Error Dispute Notice, in each case within fifteen (15) Business Days after the expiration of the applicable time period. The Parties shall instruct the Valuation Expert or Third Party Accountant, as applicable, to limit its review to matters objected to by the Objecting Party and not resolved by written agreement of the Parties and to render a decision within ten (10) Business Days after submission of the dispute to such Valuation Expert in the case of a dispute related to an Asset Valuation Report or within forty-five (45) calendar days after submission of the dispute to such Third Party Accountant, in the case of a dispute related to a Monthly Investment Compliance Report, a Monthly Settlement Report, or a Calculation Error Dispute Notice, and the decision of such Valuation Expert or Third Party Accountant, as applicable, with respect to such dispute shall be final and binding upon the Parties

and incorporated into the applicable report; provided that the Ceding Company or the Reinsurer may request that the Valuation Expert or Third Party Accountant, as applicable, correct any clerical, typographical or computational errors. The fees of the Valuation Expert or Third Party Accountant shall be borne by the Party whose position with respect to the matter in dispute is further from the final determination of the Valuation Expert or Third Party Accountant, as applicable. Any Objecting Party whose position is twice determined to be further from the final determination of the Valuation Expert or Third Party Accountant, as applicable, within a period of ninety (90) calendar days shall not be permitted to file another written notice of objection pursuant to the first sentence of this Section 3.8(d) until the second calendar quarter following the end of such ninety-day period. Notwithstanding any other provision of this Agreement to the contrary, a Party's obligation to make the undisputed portion of any payment pursuant to this Section 3.8 or, in the case of Reinsurer, to make the undisputed portion of any deposit to the Trust Account (or to cause the Subsidiary Grantor to make the undisputed portion of any deposit to the Subsidiary Trust Account) pursuant to Section 4.8, shall become due on the date specified in such Sections 3.8 and 4.8, irrespective of the pendency of any dispute initiated pursuant to this Section 3.8(d). Any amounts paid by a Party pursuant to Section 3.8 that are subsequently determined not to be due shall be refunded to such Party with interest calculated thereon at the Interest Rate from the date of payment thereof to the date prior to the date of refund.

(e) Quarterly Review. During the thirty (30) Business Days following the end of any calendar quarter, at the Reinsurer's or the Ceding Company's request, the Parties shall confer and consult with each other regarding any potential calculation errors that may have been made on any of the Monthly Settlement Reports delivered in respect of any of the Monthly Accounting Periods during such quarter that were not previously the subject of a dispute pursuant to Section 3.8(d). To the extent the Parties agree that such errors have been made, if necessary to correct any such errors, any amounts that may be owed by one Party to the other shall be paid with interest calculated thereon at the Interest Rate from the first day immediately following the date such payment would have been due to the date of payment. To the extent the Parties disagree whether a calculation error has been made in respect of the Monthly Settlement Reports that relate to a calendar quarter, the Party that believes an error has been made shall promptly send a written calculation error dispute notice (a "Calculation Error Dispute Notice") to the other Party within thirty (30) Business Days following the end of such calendar quarter.

Section 3.9. Currency. All financial data required to be provided pursuant to the terms of this Agreement shall be expressed in U.S. dollars. All payments and all settlements of account between the Parties shall be in U.S. currency unless otherwise agreed by the Parties.

Section 3.10. Additional Reports.

(a) By the relevant Capital Reporting Deadline, the Reinsurer shall provide to the Ceding Company and the Retrocessionaire the ECR Ratio Report setting forth a calculation of the ECR Ratio of the Reinsurer as of the last day of the immediately preceding calendar quarter. For the avoidance of doubt, the calculation for the first three (3) calendar quarters of each year will be estimated in good faith by the Reinsurer. If requested by the Ceding Company, the Reinsurer shall provide reasonable supporting detail with respect to each such calculation.

(b) (i) The Reinsurer shall provide written notice to the Ceding Company and the Retrocessionaire of the occurrence of any Collateral Triggering Event or Recapture Triggering Event within five (5) Business Days after it becomes aware of such occurrence and (ii) the Ceding Company may notify the Reinsurer of the occurrence of any Collateral Triggering Event or Recapture Triggering Event if the Reinsurer has not notified the Ceding Company of such occurrence in accordance with the preceding clause (i). In addition, the Reinsurer shall promptly respond to the Ceding Company's reasonable inquiries from time to time concerning the determination of whether a Collateral Triggering Event or Recapture Triggering Event has occurred or is continuing.

(c) At the Ceding Company's or the Retrocessionaire's written request, the Reinsurer shall provide to the requesting party a copy of (i) the annual unaudited statutory financial statements of the Reinsurer, (ii) the audited annual GAAP balance sheet and income statements of the Reinsurer and (iii) to the extent prepared, quarterly unaudited statutory financial statements of the Reinsurer.

(d) At the Reinsurer's written request, the Ceding Company shall provide to the Reinsurer and the Retrocessionaire a copy of its annual and quarterly NAIC statement blank and a copy of its annual audited statutory financial statements along with the audit report thereon.

(e) At either the Reinsurer's or the Ceding Company's request at reasonable times and upon reasonable prior notice, no more than once per calendar quarter, the Reinsurer or the Ceding Company, as applicable, shall make available appropriate personnel or its Representatives for a meeting (in person or via teleconference or telephone) with the other party or its designated Representatives to discuss items included in the Asset Valuation Report, the Monthly Settlement Report, and/or the Monthly Investment Compliance Report.

(f) The Reinsurer and the Ceding Company shall provide to the other Party, and (at the request of the Reinsurer) shall provide a copy to the Retrocessionaire, information that is reasonably requested by such Party relating to the Reinsured Policies, including any information that the Reinsurer or the Ceding Company, as applicable, is required to report on its financial statements, including information that is necessary to prepare for the adoption of new accounting requirements, Tax returns, actuarial reports (including as to asset adequacy testing and actuarial analyses) and other financial reports; provided that, to the extent any such requested information is not reasonably available to the providing Party, the requesting Party shall reimburse the providing Party for its reasonable costs and expenses in preparing the requested information. The requesting Party will identify and communicate any such requests to the other Party sufficiently in advance of any required deadlines, to the extent practicable, such that the applicable information and timing for the provision therefore can be mutually agreed by the Parties.

(g) For so long as this Agreement remains in effect, the Ceding Company shall prepare and deliver to the Reinsurer, with concurrent Notice to any other Party as required by Section 11.1, the reports and certificates set forth in Schedule G-1 within the applicable periods listed thereon, with such changes to the form or otherwise as may be reasonably requested and agreed between the Ceding Company and the Reinsurer.

(h) Unless otherwise expressly provided in Schedule G-1, any actuarial memorandum or information provided pursuant to this Section 3.10 is not, and shall not be deemed to constitute, any representation as to the ultimate adequacy or sufficiency of the Deposit Balance or reserves held by the Reinsurer or the Ceding Company, as applicable, in respect of the Reinsured Policies. Such memoranda, if any, are intended solely for the receiving Party's actuary to perform his or her own annual actuarial analysis on behalf of such receiving Party consistent with such receiving Party's actuary's qualifications and professional standards. It is agreed and acknowledged by each Party hereto that neither Party is assuming any financial reporting obligations of the other Party hereto, any of their respective Affiliates or any other third party.

(i) For so long as this Agreement remains in effect, the Reinsurer shall prepare and deliver to the Ceding Company, with concurrent Notice to any other Party as required by Section 11.1, the reports and certificates set forth in Schedule G-2 within the applicable periods listed thereon, with such changes to the form or otherwise as may be reasonably requested and agreed between the Ceding Company and the Reinsurer.

(j) The Reinsurer and the Ceding Company may deliver any reports due to the other party and the Retrocessionaire under this Agreement via any mutually agreed electronic interface.

Section 3.11. Producers. As regards the Reinsured Policies, the Ceding Company shall not, and shall cause its Affiliates not to, modify or amend, or waive any of its rights under, any agreement between it or any of its Affiliates, on the one hand, and any Producer, on the other hand, who has solicited, marketed or sold any of the Reinsured Policies, except (a) to the extent not related to the Reinsured Policies or (b) with the Reinsurer's prior written consent, which shall not be unreasonably withheld, delayed or conditioned.

Section 3.12. LTC Premium Rate Management.

(a) During the term of this Agreement, the Ceding Company shall, in the ordinary course of business, seek regulatory approvals for premium rate increases for each LTC Policy Series in a manner consistent with the Ceding Company's past practices and procedures with respect to the Reinsured LTC Policies and Other LTC Policies and, for the avoidance of doubt, utilizing actuarial methods and processes consistent with those utilized with respect to Other LTC Policies.

(b) Additionally, each calendar year end, commencing with calendar year 2026, the Ceding Company shall provide Reinsurer with a report within one hundred and twenty (120) calendar days of the end of such calendar year setting forth its calculation of the LLR for the aggregate LTC Policy Series as of such calendar year end (each, an "LLR Report"). The LLR Report will include the following information:

(i) supporting information relating to the assumptions used to calculate the LLR for the aggregate LTC Policy Series in the same level of detail that would be included in a Rate Increase Request Filing;

(ii) a copy of the Ceding Company's LTC Experience Actual vs Expected Trend Report for the aggregate LTC Policy Series based on current best estimates; and

(iii) the LLR for the aggregate LTC Policy Series.

(c) No more often than twice per calendar year the Reinsurer may request in writing (which writing shall contain reasonable detail describing such request, including as to amount of increase) that the Ceding Company pursue regulatory approval to increase premium rates with respect to one or more LTC Policy Series in one or more Jurisdictions to support an LLR of not more than the LLR Target (a "Proposed Rate Increase"), and the Ceding Company shall consider such request in good faith and consistent with the guidelines for pursuit of Rate Increase Request Filings set forth on Schedule 3.12, which, so long as the Ceding Company satisfies the Ceding Company Reserves Threshold, may be updated by the Ceding Company without the consent of the Reinsurer from time to time to reflect its current practices with respect to Other LTC Policies, to the extent such update does not have a disproportionate adverse effect on the Reinsurer as compared to the Ceding Company; provided that, if the LLR included in the LLR Report exceeds the LLR Threshold, the Ceding Company may not unreasonably deny such Proposed Rate Increase; provided, further, that it shall not be unreasonable for the Ceding Company to deny any such Proposed Rate Increase if, in the Ceding Company's reasonable judgment, such request (i) is not actuarially justified, (ii) would require that the Ceding Company make assumptions that are inconsistent with assumptions made with respect to the Other LTC Policies, (iii) is inconsistent with the Ceding Company's guidelines for pursuit of Rate Increase Request Filings set forth on Schedule 3.12, as may be updated by the Ceding Company from time to time to reflect its current practices with respect to Other LTC Policies consistent with this Section 3.12 or (iv) is not advisable in light of the regulatory landscape in the relevant Jurisdiction, as determined by the Ceding Company in its reasonable discretion. If the Ceding Company accepts a Proposed Rate Increase, the Ceding Company shall use commercially reasonable efforts to seek regulatory approval for such Proposed Rate Increase in accordance with this Section 3.12. If the Ceding Company reasonably determines to deny a request for a Proposed Rate Increase, the Ceding Company shall deliver written notice thereof setting forth, in reasonable detail, the reason for the denial to the Reinsurer (the "Denial Notice"). If the Reinsurer disputes the reason for the denial set forth in the Denial Notice (the "Basis for Denial"), then the parties can move to the dispute resolution procedures under Section 3.12(f).

(d) In connection with any efforts undertaken hereunder by the Ceding Company to increase premium rates for any LTC Policy Series (whether pursuant to Section 3.12(a) or Section 3.12(c)), the Ceding Company shall prepare applications or filings required under Applicable Law to seek regulatory approval (or non-disapproval, as applicable, "Approval") for such premium rate increase (such applications or filings that may be subject to adjustment by a Governmental Authority, the "Rate Increase Request Filings") in each applicable state or other NAIC jurisdiction (each, a "Jurisdiction" and each such Governmental Authority, an "Insurance Regulatory Authority"). Following the Approval of a Rate Increase Request Filing, the Ceding Company shall implement as promptly as reasonably practicable any premium rate increase to the extent approved thereunder consistent with the Ceding Company's past practices and procedures relating to the implementation of premium rate increases on its long-term care business (including the Other LTC Policies).

(e) With respect to any premium rate increase sought in accordance with this Section 3.12, only the Ceding Company, and not the Reinsurer, shall make any and all Rate Increase Request Filings and coordinate communications with Insurance Regulatory Authorities. The

Ceding Company shall notify the Reinsurer in writing of any Approval for any LTC Policy Series within thirty (30) calendar days of receiving such Approval. Notwithstanding anything to the contrary set forth herein, the Ceding Company shall retain ultimate authority for all final decisions with respect to premium rate actions, including: (i) the order of any Rate Increase Request Filings with Insurance Regulatory Authorities with respect to each LTC Policy Series; provided that in establishing such order, the Ceding Company shall not treat Rate Increase Request Filings for the Reinsured LTC Policies in a less favorable manner than comparable Rate Increase Request Filings for the Other LTC Policies and shall utilize actuarial methods and processes for Rate Increase Request Filings for the Reinsured LTC Policies that are consistent with Rate Increase Request Filings for the Other LTC Policies; (ii) the requested amount of any premium rate increases, taking into account the LLR Target (if applicable); (iii) the terms of any new settlement or arrangement with any Insurance Regulatory Authority after the date of this Agreement that would impose any requirements, restrictions or limitations on any premium rate increase for any LTC Policy Series, including limitations on pending or subsequent premium rate increases on an LTC Policy Series; provided that, if such requirement, restriction or limitation would, or would reasonably expected to, have a disproportionate adverse effect on the Reinsurer as compared to the Ceding Company, the Ceding Company shall not agree to such settlement or arrangement without the consent of the Reinsurer (not to be unreasonably withheld, conditioned or delayed, it being understood that such consent shall be deemed to be received if the Ceding Company has not received a written objection from the Reinsurer by the earlier of (1) the tenth ($10^{th}$) Business Day after the Ceding Company's request for such consent or (2) such earlier date as may be required by an Insurance Regulatory Authority and communicated by the Ceding Company to the Reinsurer); and (iv) conducting any and all interactions with the applicable Insurance Regulatory Authorities regarding filing, approval, implementation and all other matters concerning rate increases contemplated under this Section 3.12. At the request of the Reinsurer, the Ceding Company shall keep the Reinsurer informed of and consult with the Reinsurer regarding any material requests or material communications with Insurance Regulatory Authorities relating to Rate Increase Request Filings and, to the extent the Ceding Company determines, in its sole discretion, that it would be feasible and advisable, the Ceding Company will invite the Reinsurer to such meetings or include the Reinsurer in such material communications (or portions thereof relating to Rate Increase Request Filings). As part of the quarterly or semi-annual meetings described in Section 3.6, the Ceding Company and the Reinsurer shall review and discuss loss ratios of the Reinsured LTC Policies, Rate Increase Request Filings and the status thereof and administration and management of the Reinsured Policies. The Ceding Company shall provide quarterly or semi-annual updates to the Reinsurer on the status of the Rate Increase Request Filings (regardless of whether pursued pursuant to Section 3.12(a) or Section 3.12(c)) and its then-current plans to pursue any premium rate increase (including the amount thereof) in any Jurisdiction. The Ceding Company shall consider in good faith any written recommendations timely received from Reinsurer regarding the Ceding Company's communications with Insurance Regulatory Authorities, the Rate Increase Request Filings, or the amount of any premium rate increase that the Ceding Company plans to pursue, in each case, relating to the Reinsured LTC Policies.

(f) Dispute Resolution in regard to Rate Increases.

(i) If the Reinsurer has a good faith objection to the Basis for Denial set forth in a Denial Notice, the Ceding Company's calculation of the LLR for the Reinsured LTC

Policies set forth in an LLR Report or another matter relating to the Reinsured LTC Policies under Section 3.12, the Reinsurer shall, within thirty (30) calendar days of its receipt of the applicable Denial Notice, LLR Report or other notice, as applicable, provide a written notice of such objection, together with reasonable supporting detail concerning the Reinsurer's objection (such notice, an "Objection Notice"). If the Reinsurer fails to deliver an Objection Notice within such thirty (30) calendar day period, the Reinsurer shall be deemed to have accepted the Ceding Company's Denial Notice, the LLR calculations set forth in any LLR Report or other action, as applicable. During such thirty (30) calendar day period (and, if applicable, the subsequent Resolution Period) the Ceding Company shall cooperate with the Reinsurer and shall provide, upon the reasonable request of the Reinsurer, information and documentation, files and models, including any accountant or actuarial consultant work papers (provided, however, that the accountants and actuarial consultants shall not be obligated to make any working papers available to the Reinsurer unless and until the Reinsurer has signed a customary confidentiality and hold harmless agreement relating to such access to working papers in form and substance reasonably acceptable to such accountants or actuarial consultants (as the case may be)), and make reasonably available to the Reinsurer such personnel that have been involved in the relevant determination of the Ceding Company, in each case, to the extent reasonably necessary to evaluate the Basis for Denial, the LLR calculation or other action.

(ii) If an Objection Notice is provided by the Reinsurer to the Ceding Company within such thirty (30) calendar day period, the Reinsurer and the Ceding Company shall attempt in good faith to resolve any such objections stated therein between themselves, which negotiations shall be conducted within forty-five (45) calendar days following due delivery of such Objection Notice, or such other period as the Reinsurer and the Ceding Company may mutually agree to in writing (such period, the "Resolution Period").

(iii) If the Reinsurer and the Ceding Company are unable to reach resolution during the Resolution Period, either the Reinsurer or the Ceding Company may submit the dispute to the Third Party Actuary; provided, however, that if such dispute (i) does not involve an actuarial matter or (ii) there is a disagreement as to whether a dispute involves an actuarial matter, in each case such dispute will be resolved through arbitration in accordance with Section 11.5(b).

(iv) The Reinsurer and the Ceding Company shall instruct the Third Party Actuary to limit its review to matters set forth in the Objection Notice and the decision of such Third Party Actuary with respect to any such dispute shall be (A) in compliance with the terms of this Agreement, (B) final and binding on the Parties and the Reinsurer and (C) incorporated into the applicable LLR Report, Rate Increase Request Filing(s) or other documentation relating to such decision, as applicable; provided, however, that the Ceding Company or the Reinsurer may request that the Third Party Actuary correct any clerical, typographical or computational errors in its decision within three (3) Business Days of the delivery of such decision to the Ceding Company and the Reinsurer.

(v) Within fifteen (15) calendar days following the receipt of the Third Party Actuary's determination, the Ceding Company shall prepare and file the applicable Rate Increase Request Filing(s) that was the subject of the dispute pursuant to this Section 3.12(f)

consistent with the Third Party Actuary's determinations, unless the Third Party Actuary determines that the Ceding Company is not required to accept the Reinsurer's request for a premium rate increase under Section 3.12(c), in which case the Ceding Company shall have no obligation to prepare or file the applicable Rate Increase Request Filing(s).

(vi) Each of the Reinsurer, on the one hand, and the Ceding Company, on the other hand, shall bear its own costs in connection with the dispute resolution process set forth in this Section 3.12(f) (e.g., fees of its attorneys and actuarial, accounting and other consultants). The fees of the Third Party Actuary shall be borne equally by the Reinsurer and the Ceding Company.

Section 3.13. Experience Refunds. The Reinsurer shall pay to the Ceding Company experience refunds with respect to premium rate increases on the Reinsured LTC Policies calculated in accordance with Schedule B, as part of the settlement amount for each Monthly Accounting Period pursuant to Section 3.8.

Section 3.14. Policy Options.

(a) The Ceding Company may, with the Reinsurer's prior written consent, offer Policyholders the right to elect to receive a payment (a "Buyout Payment") in exchange for a complete buy-back of such Policyholder's Reinsured LTC Policy and discharge of the Ceding Company's obligations thereunder (a "Buyout Settlement"). In the event a Policyholder elects to accept a Buyout Settlement and the Reinsurer has consented to the offering of such Buyout Settlement, the full amount of the applicable Buyout Payment shall constitute a Reinsured Liability and be reinsured under this Agreement. Upon a Buyout Payment in respect of any Reinsured LTC Policy, such policy, including any amendments, riders or endorsements attached thereto, shall cease to be a Reinsured Policy under this Agreement, and with the exception of the Buyout Payment (if the Reinsurer has consented to the relevant Buyout Settlement), the Reinsurer shall have no further liability with respect to such policy and any amendments, riders or endorsements attached thereto. For the avoidance of doubt, the Reinsurer shall have no obligation or liability with respect to any Buyout Payment if it has not given its consent to the offering of the related Buyout Settlement.

(b) As an alternative to offering Policyholders an approved rate increase on a Reinsured LTC Policy, the Ceding Company may make policy changes (other than Buyout Settlements, which are addressed in Section 3.14(a)), including but not limited to the types set forth in Schedule H, utilizing actuarial methods and processes consistent with those utilized with respect to Other LTC Policies (any of the foregoing a "Policy Option") either (i) with the Reinsurer's prior written consent (not to be unreasonably withheld, conditioned or delayed) or (ii) as approved or non-disapproved by the appropriate Insurance Regulatory Authority, if such Policy Option is actuarially equivalent (which determination of actuarial equivalence may or may not take into account age, consistent with the approach taken by the relevant Insurance Regulatory Authority in approving or non-disapproving such Policy Option) as compared to the foregone approved rate increase; provided that, the Ceding Company proposal to the relevant Insurance Regulatory Authority with respect to such Policy Option does not have a disproportionate adverse effect on the Reinsurer as compared to the Ceding Company. A "disproportionate adverse effect" as used in the preceding sentence shall not be deemed to occur due simply to the fact that present value of

future expected premiums for any cohort of Reinsured LTC Policies may be less than that for a similar cohort of Other LTC Policies due to the inherent difference in attained age of policyholders as between the Reinsured LTC Policies and Other LTC Policies. In the event a Policy Option is issued by the Ceding Company in accordance with the immediately preceding sentence and a Policyholder elects such Policy Option, Liabilities of the Ceding Company arising out of or resulting from such Policy Option shall constitute Reinsured Liabilities and be reinsured under this Agreement.

Section 3.15. Participation.

(a) The Ceding Company shall provide the Reinsurer with prompt notice, but in any event within thirty (30) calendar days, of its decision to initiate or defend any contested, litigated, or mediated claims for Reinsured Policies (each, a "Contested Claim") and shall provide the Reinsurer with reasonable information with respect thereto, including an explanation of the Contested Claim in order for the Reinsurer to evaluate the Contested Claim (the "Contested Claim Notice"); provided, that, for the avoidance of doubt, except as otherwise made the subject of a Contested Claim Notice (in the Ceding Company's discretion), claim denials and appeals, and the Ceding Company's responses thereto, undertaken in the ordinary course of business shall not be considered "Contested Claims" requiring notification to the Reinsurer. Upon request, the Ceding Company also shall provide the Reinsurer with any complaints or responses with respect to a Contested Claim, as well as any additional information related to Contested Claims reasonably requested by the Reinsurer and in the possession or control of the Ceding Company, as soon as reasonably practicable, but in any event within thirty (30) calendar days of such request.

(b) Unless the Reinsurer delivers written notice to the Ceding Company within thirty (30) calendar days of receipt of the Contested Claim Notice and reasonable information with respect thereto that it is declining, which declination shall be made in good faith, to participate in such Contested Claim, then the Reinsurer will be deemed to participate in such Contested Claim. The Reinsurer shall, upon reasonable request, provide the Ceding Company a brief description of the Reinsurer's notice for declining a Contested Claim. For any Contested Claim in which the Reinsurer participates, if the Ceding Company settles, compromises, or pays a judgment, then the Reinsurer's Quota Share of the full amount of such settlement or judgment, including (solely with respect to the Reinsured LTC Policies) attorneys' fees incurred in investigating, responding to, or defending such Contested Claim, shall constitute a Reinsured Liability and be reinsured under this Agreement to the extent either (i) for any Reinsured Policy, the Reinsurer expressly consents in writing to such settlement, compromise or judgment, or (ii) for a Reinsured LTC Policy, the amount does not exceed over the present value of the policy limit under such Reinsured Policy (calculated in accordance with subsection (c) below) (y) the lesser of (A) $[***] and (B) [***]% of the present value of the policy limit under such Reinsured Policy (calculated in accordance with subsection (c) below) individually or (z) $[***] in the aggregate during the term of this Agreement for all Contested Claims for Reinsured LTC Policies in which the Reinsurer participates; provided that the Reinsurer shall not be responsible for any (j) attorneys' fees, claim administration fees or fees in respect of litigated claims with respect to the Reinsured IDI Policies except to the extent included in the Expense Allowance or (k) Extra-Contractual Obligations resulting from such contest and management of claims by the Ceding Company except for any such Extra-Contractual Obligations due to the specific written direction or request of the Reinsurer; it being understood that amounts in respect of settlements, compromises or judgments expressly

consented to by the Reinsurer pursuant to clause (i) and settlements, compromises or judgements in excess of policy limits permitted pursuant to clause (ii) shall not be considered Extra-Contractual Obligations. Except as expressly consented to in writing by the Reinsurer, any settlement amount, judgment amount or expenses incurred by the Ceding Company above the limits set forth in the preceding sentence shall not be considered Reinsured Liabilities and shall not be reimbursed by the Reinsurer.

(c) If the Reinsurer delivers to the Ceding Company, within thirty (30) days of receipt of the Contested Claim Notice and any relevant supporting documentation, written notice that it is declining to participate in a Contested Claim, the Reinsurer will discharge its liability for the Reinsured Policy by payment to the Ceding Company, within thirty (30) calendar days of declining to participate, of the following amounts: (i) if the full amount of the claim is reasonably certain, the Reinsurer shall pay the Quota Share of such amount to the Ceding Company; and (ii) if the full amount of the claim is not reasonably certain, the Reinsurer shall pay the present value of the policy limit under such Reinsured Policy calculated (y) consistent with the policy limit determination process of the Ceding Company with respect to its Other LTC Policies and Other IDI Policies, as applicable, and (z) taking into account the specific condition relating to the contested Reinsured Policy and the interest rate and mortality expectation of the policyholder as mutually agreed upon between the Ceding Company and the Reinsurer, after which time the Reinsured Policy subject to such Contested Claim shall cease to be reinsured under this Agreement and the Reinsurer shall have no further liability for expenses related to such Contested Claim. Any dispute between the Ceding Company and the Reinsurer about the settlement of any Contested Claim shall be submitted to resolution by binding arbitration in accordance with Section 11.5.

(d) The Ceding Company shall provide the Reinsurer, on a quarterly basis, with a report of all open Contested Claims and the status thereof.

Section 3.16. Control Deficiency Notification. The Ceding Company shall provide the Reinsurer, with a copy to the Retrocessionaire, with written notice of any significant control deficiency or material weakness identified by the Ceding Company or its internal and external auditors and the Ceding Company's resulting action plans, in each case, which are primarily related to the Reinsured Policies, within thirty (30) Business Days of the Ceding Company providing notification of such deficiency or material weakness to the audit committee of the board of directors of the ultimate holding company of the Ceding Company, and such notice shall include the relevant portions or excerpts of any internal and external audit reports in respect of such significant control deficiency or material weakness to the extent primarily related to the Reinsured Policies. Further, the Reinsurer and the Retrocessionaire and their respective Affiliates and Representatives shall have reasonable access to employees and Affiliates and Representatives of the Ceding Company who are involved in or have knowledge about the significant control deficiency or material weakness solely for purposes of addressing matters primarily related to the Reinsured Policies.

## ARTICLE IV.

## LICENSES; RESERVE CREDIT; SECURITY

Section 4.1. Licenses; Reserve Credit.

(a) At all times during the term of this Agreement, the Reinsurer shall use its reasonable best efforts to take all actions necessary so that the Ceding Company may receive Reserve Credit. Notwithstanding anything to the contrary herein, the Reinsurer shall provide security in an amount equal to the Quota Share of the Reinsured Liabilities attributable to the reinsurance ceded under this Agreement if the Reinsurer resists (i) enforcement of a final judgment that is enforceable under the law of the jurisdiction where the judgment was obtained; or (ii) a properly enforceable arbitration award, whether obtained by Ceding Company or by its legal successor on behalf of Ceding Company's resolution estate. In addition, should the Reinsurer fail to enable the Ceding Company to obtain Reserve Credit in the Applicable State(s), then the Reinsurer shall use its reasonable best efforts to take all actions necessary so as to permit the Ceding Company to obtain Reserve Credit (or, if not feasible pursuant to the foregoing standard, to maximize partial Reserve Credit); provided, that, should the Reinsurer fail to take such actions necessary to permit the Ceding Company to obtain Reserve Credit, (x) subject to the expiration of the applicable cure periods, the Ceding Company may exercise its rights with respect to a Recapture Triggering Event or, in the case of a Current RJ Requirements Failure Event, a Collateral Triggering Event, and (y) in the event the Ceding Company elects to exercise its rights with respect to a Recapture Triggering Event, the applicable Terminal Settlement shall be the Ceding Company's sole and exclusive remedy for such failure. Each of the Ceding Company and the Reinsurer agrees, upon the reasonable request of the other, to amend this Agreement, the Trust Agreement, the Subsidiary Trust Agreement or any other Transaction Agreement or execute such additional documents as may be reasonably necessary to ensure continued Reserve Credit.

(b) The Ceding Company shall provide reasonable advance notice to the Reinsurer in the event it intends to redomesticate to another jurisdiction and cooperate with the Reinsurer to mitigate any negative effect such redomestication would reasonably be expected to have on the availability of Reserve Credit based on the Reinsurer's reciprocal jurisdiction status.

(c) The Reinsurer shall promptly notify the Ceding Company of any event or change in its reciprocal jurisdiction status in the Applicable State(s). Each Party shall promptly notify the other Party of any other event or change that would be reasonably likely to result or has resulted in any loss of, or impairment to, Reserve Credit.

Section 4.2. Security.

(a) On or prior to the Closing Date, (i) the Reinsurer, as grantor, shall establish and thereafter shall maintain, at its sole cost and expense, the Trust Account with the Trustee, and (ii) the Reinsurer shall cause the Subsidiary Grantor to establish and thereafter maintain, at its sole cost and expense, the Subsidiary Trust Account, in each case of (i) and (ii), naming the Ceding Company as sole beneficiary thereof to secure the Reinsurer's obligations hereunder and, in the case of clause (ii), the Subsidiary Grantor's obligations to the Ceding Company under the Payment Guarantee. The Reinsurer shall maintain the Trust Account in accordance with the terms of this

Agreement and shall cause the Subsidiary Grantor to maintain the Subsidiary Trust Account in accordance with the terms of this Agreement. Concurrently with the execution of this Agreement, the Trust Account and/or the Subsidiary Trust Account are being funded with Eligible Assets in accordance with Section 2.03(b) of the Master Transaction Agreement and Section 3.1.

(b) In accordance with the terms set forth herein and in the Trust Agreement and Subsidiary Trust Agreement, and subject to the provisions of Section 4.6 and Section 4.7 hereof, the Reinsurer shall ensure that the Trust Account and the Subsidiary Trust Account, together, hold Eligible Assets in accordance with the terms hereof with a Book Value at least equal to the Required Balance. For all purposes under this Agreement, the Ceding Company and the Reinsurer acknowledge and agree that the Book Value of any Qualifying Letter of Credit held in the Trust Account shall be the undrawn face amount of such Qualifying Letter of Credit. All transfers to and withdrawals from the Trust Account and the Subsidiary Trust Account shall be in accordance with and subject to the requirements set forth herein and in the Trust Agreement and the Subsidiary Trust Agreement, respectively. Further, provided that the Subsidiary Trust Agreement is in full force and effect, the Reinsurer may (i), unless there is an Insolvency of the Subsidiary Grantor, withdraw assets (including cash) from the Trust Account, solely to be deposited, through the Subsidiary Grantor, in the Subsidiary Trust Account, or (ii) through the Subsidiary Grantor, withdraw assets (including cash) from the Subsidiary Trust Account, solely to be deposited in the Trust Account, in each case, without the prior written consent of the Ceding Company and without substitution of any assets therefor, by delivering written notice to both the Trustee and the Ceding Company; provided, that in the case of any deposit into the Subsidiary Trust Account, such deposited assets are Eligible Assets for purposes of the Subsidiary Trust Account; provided, further that, in each case such transfers between the Trust Account and the Subsidiary Trust Account are deemed not to be sales and will not have the effect of creating interest maintenance reserves.

(c) The assets in the Trust Account and the Subsidiary Trust Account shall be held in trust by the Trustee for the sole and exclusive benefit of the Ceding Company as security for the Reinsurer's obligations owed to the Ceding Company hereunder and, solely in the case of the Subsidiary Trust Account, the Subsidiary Grantor's obligations owed to the Ceding Company pursuant to the Payment Guarantee. Out of an excess of caution and in order to preserve the arrangements set forth in the Trust Agreement and the Subsidiary Trust Agreement in the event that, notwithstanding the intention of the parties expressed in the Trust Agreement and the Subsidiary Trust Agreement, the Trustee is determined by a Governmental Authority of competent jurisdiction not to have the authority to negotiate, deliver, transfer, assign or sell any assets credited to the Trust Account and/or the Subsidiary Trust Account, as applicable, and in its capacity as Trustee without the consent or signature from the Reinsurer, or any other Person, or the transfer of assets by the Reinsurer to the Trust Account and/or the Subsidiary Trust Account, as applicable, shall for any reason be determined by a Governmental Authority of competent jurisdiction to be invalid or ineffective in a manner incapable of being cured with a reasonable amount of effort on the part of the Reinsurer, or the Trust Account and/or the Subsidiary Trust Account, as applicable, is not recognized as a trust or is re-characterized as other than a trust, in order to secure the Reinsurer's obligations to the Ceding Company under this Agreement and, solely in the case of the Subsidiary Trust Account, the Subsidiary Grantor's obligations owed to the Ceding Company pursuant to the Payment Guarantee, the Reinsurer hereby grants (in the case of the Trust Account), and the Reinsurer shall cause the Subsidiary Grantor to grant (in the case of the Subsidiary Trust Account), to the Ceding Company a first priority perfected security interest in all of the

Reinsurer's or the Subsidiary Grantor's, as applicable, rights, titles and interests in, to and under all of the following property, whether now owned or existing or hereafter acquired or arising and wheresoever located (collectively, the "Collateral"): (i) the Trust Account and the Subsidiary Trust Account and the assets, including investment property, securities, investments, instruments, cash, and all participation interests in mortgage notes, funds, general intangibles, accounts, receivables, chattel paper, letter-of-credit rights, documents and all other assets (x) held in or credited to the Trust Account or the Subsidiary Trust Account or (y) otherwise conveyed to the Trustee by the Reinsurer or the Subsidiary Grantor, as applicable; (ii) all cash and other financial assets credited to the Trust Account or the Subsidiary Trust Account, as applicable, and all security entitlements (within the meaning of Section 8-102(a) of the UCC) related to or arising therefrom; and (iii) all proceeds of, all supporting obligations relating to, and all security interests, or other liens securing, any of the foregoing, and agrees that this Section 4.2(c) shall constitute a security agreement made by the Reinsurer in favor of the Ceding Company under Applicable Law. Any amounts withdrawn from the Trust Account and/or the Subsidiary Trust Account, as applicable, in accordance with the Trust Agreement and/or the Subsidiary Trust Agreement, as applicable, and this Agreement shall be automatically released from, and withdrawn free and clear of, any security interest created herein. In furtherance of the foregoing, the Reinsurer shall, and if applicable shall cause the Subsidiary Grantor to, and the Ceding Company is authorized to, execute and deliver any and all financing statements requested by the Ceding Company in order to perfect the Ceding Company's title and security interest to the applicable Collateral as collateral for the Reinsurer's obligations hereunder and the Subsidiary Grantor's obligations to the Ceding Company pursuant to the Payment Guarantee, as applicable, and the Reinsurer shall, and shall cause the Subsidiary Grantor to, do such further acts and things as the Ceding Company may reasonably request in order that the Ceding Company's security interest in the applicable Collateral may be maintained as a first priority perfected security interest. All out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred in connection with making any such filings or any other action in connection therewith shall be borne by the Reinsurer. All terms used in this Section 4.2(c) and defined in the UCC shall have the meanings given to such terms in the UCC. Nothing in this Section 4.2(c) is intended to affect the validity of, or the transfer of assets into, the Trust Account and the Subsidiary Trust Account.

(d) During the term of the Trust Agreement, the Reinsurer shall not, and shall direct that the Trustee shall not, grant or cause or permit to be created or granted in favor of any third person any security interest whatsoever in any of the assets in the Trust Account.

(e) During the term of the Subsidiary Trust Agreement, the Reinsurer shall direct the Subsidiary Grantor and the Trustee not to grant or cause or permit to be created or granted in favor of any third person any security interest whatsoever in any of the assets in the Subsidiary Trust Account.

Section 4.3. Trust Account. The Trustee shall hold assets in the Trust Account and the Subsidiary Trust Account pursuant to the terms of the Trust Agreement and the Subsidiary Trust Agreement, respectively. The Trust Agreement and the Subsidiary Trust Agreement shall provide that, at all times during the term of this Agreement, the Trustee shall provide the Ceding Company access to the Trustee's automated data system affording on-line access to Trust Account

and Subsidiary Trust Account information and providing daily reporting of the assets in the Trust Account and the Subsidiary Trust Account.

Section 4.4. Eligible Assets. The assets that may be held in the Trust Account and the Subsidiary Trust Account shall consist of Eligible Assets. Notwithstanding anything else in this Agreement to the contrary: (i) if at any time there are assets in the Trust Account or the Subsidiary Trust Account that are Eligible Assets at the time of deposit into the Trust Account or the Subsidiary Trust Account, as the case may be, but subsequently become assets that are not Eligible Assets for purposes of such Trust Account or Subsidiary Trust Account (other than due to the occurrence of a Passive Breach), the Reinsurer will not be deemed to have breached the requirements of this Article IV if such assets are replaced with Eligible Assets within thirty (30) calendar days after such assets become non-Eligible Assets; and (ii) if at any time there are assets in the Trust Account or the Subsidiary Trust Account that are Eligible Assets at the time of deposit into the Trust Account or the Subsidiary Trust Account, as the case may be, but subsequently cause the Eligible Assets (taken as a whole) to breach this Article IV due to a credit rating downgrade or other similar external events outside of the Reinsurer's control (such occurrence, a "Passive Breach"), the Reinsurer will not be deemed to have breached the requirements of this Article IV after consideration of the aggregate value of all Eligible Assets in the Trust Account and the Subsidiary Trust Account if additional Eligible Assets are added to the Trust Account or the Subsidiary Trust Account to remedy such breach within thirty (30) calendar days following the delivery of the report required to be provided under Section 3.8(a)(ii), indicating that such assets have become non-Eligible Assets. For the avoidance of doubt, nothing in the preceding sentence shall affect the requirements of the Investment Guidelines with respect to the Grandfathering Period in any way. During the continuation of a Collateral Triggering Event, notwithstanding anything to the contrary in the Investment Guidelines, cash in the Trust Account or the Subsidiary Trust Account (including the proceeds from the maturity or sale of any assets in the Trust Account or Subsidiary Trust Account, any interest, dividends or other similar income in respect of assets in the Trust Account or Subsidiary Trust Account and cash otherwise deposited or transferred to the Trust Account or Subsidiary Trust Account) shall be invested and reinvested only in Eligible Assets that are Liquid Assets; other than with respect to the funding of capital calls and similar funding obligations in respect of Eligible Assets that are not Liquid Assets and were already held in the Trust Account or Subsidiary Trust Account prior to the occurrence of such Collateral Triggering Event.

Section 4.5. Deposit of Assets. Prior to depositing assets in the Trust Account, the Reinsurer will execute assignments or endorsements in blank, or transfer legal title to the Trustee of all shares, obligations or any other assets requiring assignments, in order that the Ceding Company, or the Trustee upon the direction of the Ceding Company, may whenever necessary and consistent with the terms of this Agreement and the Trust Agreement negotiate these assets without the consent or signature from the Reinsurer or any other entity in accordance with the terms of the Trust Agreement. Prior to depositing assets in the Subsidiary Trust Account, the Reinsurer will cause the Subsidiary Grantor to execute assignments or endorsements in blank, or transfer legal title to the Trustee of all shares, obligations or any other assets requiring assignments, in order that the Ceding Company, or the Trustee upon the direction of the Ceding Company, may whenever necessary and consistent with the terms of this Agreement and the Subsidiary Trust Agreement

negotiate these assets without the consent or signature from the Subsidiary Grantor or any other entity in accordance with the terms of the Subsidiary Trust Agreement.

Section 4.6. Modification During a Collateral Triggering Event. The Parties acknowledge and agree that, upon the occurrence of a Collateral Triggering Event, certain provisions of this Agreement, the Trust Agreement and the Subsidiary Trust Agreement shall cease to be effective, and other provisions shall automatically be effective, so long as such Collateral Triggering Event continues, as described herein and in the Trust Agreement and the Subsidiary Trust Agreement. Provisions that will automatically become modified upon the occurrence and during the continuation of a Collateral Triggering Event are as follows: (a) the proviso included in the definition of Required Balance will become applicable; (b) as soon as practicable, but not more than ten (10) Business Days following the occurrence of a Collateral Triggering Event, the Reinsurer shall deposit or substitute Eligible Assets, as needed, to the Trust Account and/or the Subsidiary Trust Account to cause the aggregate Book Value of Eligible Assets in the Trust Account and the Subsidiary Trust Account, together, to equal or exceed such Required Balance; (c) the last sentence of Section 4.4 will become applicable; (d) Section 4.8(b) governing the deposit and withdrawal of assets to and from the Trust Account and the Subsidiary Trust Account by the Reinsurer and the Subsidiary Grantor, respectively, during the continuance of a Collateral Triggering Event shall apply; and (e) clause (e) of Section 4.9 governing substitutions of assets to and from the Trust Account and the Subsidiary Trust Account by the Reinsurer and the Subsidiary Grantor, respectively, during the continuance of a Collateral Triggering Event shall apply. Upon the termination of any Collateral Triggering Event, the above-described modifications to the provisions hereof shall cease to apply, and this Agreement shall be interpreted and applied as though no Collateral Triggering Event had occurred. The Ceding Company agrees to deliver a cure notice to the Trustee promptly upon becoming aware that a Collateral Triggering Event that has occurred is no longer continuing.

Section 4.7. Ceding Company Draws or Withdrawals.

The Ceding Company and the Reinsurer agree that the assets maintained in the Trust Account and/or the Subsidiary Trust Account may be withdrawn by the Ceding Company (or any successor by operation of law of the Ceding Company, including, without limitation, any liquidator, rehabilitator, receiver or conservator of the Ceding Company) without diminution because of any insolvency, rehabilitation, conservatorship, liquidation, scheme of arrangement or comparable proceeding (an "Insolvency") on the part of the Ceding Company, the Reinsurer or the Subsidiary Grantor, in accordance with the terms of the Trust Agreement and the Subsidiary Trust Agreement, as the case may be, in order to (i) pay or reimburse the Ceding Company for any undisputed amounts due from the Reinsurer under this Agreement and not yet recovered from the Reinsurer or, solely in the case of the Subsidiary Trust Account, pay or reimburse the Ceding Company for any undisputed amounts due from the Subsidiary Grantor under the Payment Guarantee and not yet recovered from the Subsidiary Grantor, (A) which amounts have not been paid by the Reinsurer or the Subsidiary Grantor, as applicable, within ten (10) Business Days following its receipt of a specific written notice thereof; *provided*, that such undisputed overdue amount remains outstanding on the date the Ceding Company delivers the applicable Beneficiary Withdrawal Notice (as defined in the Trust Agreement or the Subsidiary Trust Agreement, as applicable) pursuant to Section 4(a) of the Trust Agreement or Section 4(a) of the Subsidiary Trust Agreement, as applicable, or (B) otherwise with the consent of the Reinsurer or (ii) to pay to the Ceding

Company the Terminal Settlement if not paid by the Reinsurer or the Subsidiary Grantor pursuant to the Payment Guarantee on the date the Terminal Settlement is due. For purposes of this Section 4.7, a "withdrawal" of a Qualifying Letter of Credit from the Trust Account by the Ceding Company shall mean the Ceding Company delivering an LOC Draw Notice to the Trustee directing the Trustee to draw upon such Qualifying Letter of Credit and to transfer the proceeds thereof to the Ceding Company in accordance with the terms of Section 2(d) of the Trust Agreement. The Ceding Company shall only direct the Trustee to draw upon a Qualifying Letter of Credit and transfer the proceeds thereof to the Ceding Company following the exhaustion of all other assets in the Trust Account and the Subsidiary Trust Account, as the case may be, or the assets remaining in the Trust Account and the Subsidiary Trust Account, as the case may be, at such time have failed to transfer to the Ceding Company within five (5) NY Business Days of the Ceding Company's delivery of the applicable Beneficiary Withdrawal Notice. The amount of any withdrawal of assets (including, if applicable, the proceeds of any draw upon a Qualifying Letter of Credit) in excess of amounts then due to the Ceding Company hereunder shall be deemed maintained in trust for the benefit of the Reinsurer and promptly returned to the Trust Account or the Subsidiary Trust Account, along with earnings and interest on such amounts at the Interest Rate for the period that such amounts are held by the Ceding Company.

Section 4.8. Adjustment of Security and Withdrawals. The amount of security required to be provided by the Reinsurer hereunder shall be adjusted following the end of each Monthly Accounting Period based on (1) the Required Balance as of the end of such Monthly Accounting Period and (2) the Book Value of Eligible Assets in the Trust Account and the Subsidiary Trust Account, together, as of the end of such Monthly Accounting Period. The amount of security held in the Trust Account and the Subsidiary Trust Account shall be adjusted as follows:

(a) So long as no Collateral Triggering Event has occurred and is continuing:

(i) If the aggregate Book Value of the Eligible Assets held in the Trust Account and the Subsidiary Trust Account, together, as of the end of such Monthly Accounting Period is less than the Required Balance, calculated based on the most recent reports delivered pursuant to Section 3.8(a), then the Reinsurer shall (and/or shall cause the Subsidiary Grantor to), no later than ten (10) Business Days following the Security Funding Reporting Date, transfer additional Eligible Assets to the Trust Account and/or the Subsidiary Trust Account (it being understood that for purposes of this Section 4.8(a)(i), an increase in the face amount of any Qualifying Letter of Credit or delivering additional Qualifying Letters of Credit to be held in the Trust Account shall constitute a "transfer" of additional Eligible Assets to the Trust Account) so that the aggregate Book Value of the Eligible Assets held in the Trust Account and the Subsidiary Trust Account, together, is not less than the Required Balance; provided that, other than with respect to the transfer of cash, (x) the Market-to-Book Aggregate Limit shall not be exceeded as a result of such transfer or (y) if the Market-to-Book Aggregate Limit has been met, then, with respect to each and every Eligible Asset transferred pursuant to this Section 4.8(a)(i), the ratio of (1) the Fair Market Value of each such Eligible Asset as of such date of transfer to (2) the Book Value of such Eligible Asset as of such date of transfer shall not be less than [***]; provided, further, that, in the event of an insolvency of the Subsidiary Grantor, such additional Eligible Assets may only be transferred or deposited to the Trust Account and not the Subsidiary Trust Account.

(ii) If the aggregate Book Value of the Eligible Assets in the Trust Account and the Subsidiary Trust Account as of the end of such Monthly Accounting Period exceeds the Required Balance, then the Reinsurer shall have the right to (and shall have the right to direct the Subsidiary Grantor to) withdraw such excess (including by terminating, or reducing the face amount of, any Qualifying Letter of Credit in accordance with the terms and conditions of the Trust Agreement) in accordance with the procedures set forth in the Trust Agreement and/or the Subsidiary Trust Agreement, as the case may be; provided that, other than with respect to a withdrawal of cash, the Market-to-Book Ratio shall not decline as a result of such withdrawal.

(b) During the continuation of a Collateral Triggering Event:

(i) If the aggregate Book Value of the Eligible Assets held in the Trust Account and the Subsidiary Trust Account, together, as of the end of such Monthly Accounting Period is less than the Required Balance, calculated based on the most recent report delivered by the Reinsurer under Section 3.8(a), then the Reinsurer shall (and/or shall cause the Subsidiary Grantor to), no later than ten (10) Business Days following the Security Funding Reporting Date, transfer additional Eligible Assets that are Liquid Assets to the Trust Account and/or the Subsidiary Trust Account (it being understood that for purposes of this Section 4.8(b)(i), an increase in the face amount of any Qualifying Letter of Credit or delivering additional Qualifying Letters of Credit to be held in the Trust Account shall constitute a "transfer" of additional Eligible Assets that are Liquid Assets to the Trust Account) so that the aggregate Book Value of the Eligible Assets held in the Trust Account and the Subsidiary Trust Account, together, is not less than the Required Balance; provided that, other than with respect to the transfer of cash, (x) the Market-to-Book Aggregate Limit shall not be exceeded as a result of such transfer or (y) if the Market-to-Book Aggregate Limit has been met, then, with respect to each and every Eligible Asset transferred pursuant to this Section 4.8(b)(i), the ratio of (1) the Fair Market Value of each such Eligible Asset as of such date of transfer to (2) the Book Value of such Eligible Asset as of such date of transfer shall not be less than [***]; provided, further, in the event of an insolvency of the Subsidiary Grantor, such additional Eligible Assets may only be transferred or deposited to the Trust Account and not the Subsidiary Trust Account.

(ii) If the aggregate Book Value of the Eligible Assets held in the Trust Account and the Subsidiary Trust Account, together, as of the end of such Monthly Accounting Period exceeds the Required Balance, then the Reinsurer shall have the right to (and shall have the right to direct the Subsidiary Grantor to) withdraw such excess (including by terminating, or reducing the face amount of, any Qualifying Letter of Credit in accordance with the terms and conditions of the Trust Agreement) in accordance with the procedures set forth in the Trust Agreement and the Subsidiary Trust Account, as the case may be, in each case only with the consent of the Ceding Company (not to be unreasonably withheld, conditioned or delayed, it being understood that the Ceding Company's withholding, conditioning or delay of such consent shall be deemed reasonable if, other than with respect to the withdrawal of cash, the Market-to-Book Ratio would decline as a result of such withdrawal.

(c) The Reinsurer agrees that prior to a recapture pursuant to Section 7.3 or a termination pursuant to Section 7.5, it will not withdraw assets from the Segregated Account except to transfer Eligible Assets if permitted to the Trust Account or the Subsidiary Trust Account. The Ceding Company and the Reinsurer agree that, prior to a recapture pursuant to Section 7.3 or a termination pursuant to Section 7.5, in the event the Fair Market Value of the Eligible Assets in the Segregated Account as of the Closing Date or as of the end of any Monthly Accounting Period is less than the amount set forth in the definition of "Specified Balance," the Reinsurer shall contribute to the Segregated Account Eligible Assets equal to such deficit and deposit such Eligible Assets in the Segregated Account, and such contribution may be effected by withdrawal of such Eligible Assets from the Trust Account or the Subsidiary Trust Account and transfer to the Segregated Account, in each case, without prior written notice to, or consent of, the Ceding Company and without substituting any other assets therefor.

Section 4.9. Substitution. The Reinsurer shall have the right to (and shall have the right to direct the Subsidiary Grantor to) instruct the Trustee to substitute or exchange assets in the Trust Account and/or the Subsidiary Trust Account (including by terminating, or reducing the face amount of, any Qualifying Letter of Credit in accordance with the terms and conditions of the Trust Agreement); provided that (a) the replacement assets are Eligible Assets, (b) the replacement assets shall be deposited in the Trust Account and/or the Subsidiary Trust Agreement, as the case may be, on the same day of substitution or exchange, (c) the aggregate Book Value of the replacement assets to be deposited or credited to the Trust Account and/or the Subsidiary Trust Account are at least equal to the aggregate Book Value of the assets being removed from the Trust Account and/or the Subsidiary Trust Account, as the case may be, (d) the Fair Market Value of such substituted assets is equal to or in excess of [***]percent ([***]%) of the Book Value of the assets being withdrawn and either (i) the Market-to-Book Aggregate Limit shall not be exceeded as a result of such substitution or (ii) if the Market-to-Book Aggregate Limit has been met, then, with respect to each and every Eligible Asset deposited pursuant to this Section 4.9, the ratio of (1) the Fair Market Value of each such Eligible Asset as of such date of deposit to (2) the Book Value of such Eligible Asset as of such date of deposit shall not be less than [***] and (e) following the occurrence and during the continuation of a Collateral Triggering Event, such substitution or exchange shall require the prior written consent of the Ceding Company (not to be unreasonably withheld, conditioned or delayed, it being understood that the Ceding Company's withholding, condition or delay of such consent shall be deemed reasonable if (i) the Market-to-Book Ratio of the Eligible Assets held in the Trust Account and the Subsidiary Trust Account, measured in the aggregate, immediately after giving effect to the substitution or exchange would be less than the Market-to-Book Ratio of the Eligible Assets held in each of the Trust Account and the Subsidiary Trust Account immediately prior to such substitution or exchange or (ii) such replacement assets are not Liquid Assets; provided, that the funding of capital calls and similar funding obligations in respect of Eligible Assets that are not Liquid Assets and were already held in the Trust Account or Subsidiary Trust Account prior to the occurrence of such Collateral Triggering Event shall not be considered a substitution of assets).

Section 4.10. Trust Agreement Indemnification.

(a) The Reinsurer shall indemnify the Ceding Company for any Liabilities, expenses, fees, costs or other charges paid by the Ceding Company to the Trustee for losses in accordance with the provisions of Section 10(a) of the Trust Agreement and/or Section 10(a) of the Subsidiary

Trust Agreement to the extent that a court of competent jurisdiction has made a final judgment that the losses resulted directly from the Reinsurer's or the Subsidiary Grantor's negligence, willful misconduct or lack of good faith arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, the Trust Agreement or the Subsidiary Trust Agreement.

(b) The Ceding Company shall indemnify the Reinsurer and the Subsidiary Grantor, as applicable, for any Liabilities, expenses, fees, costs or other charges paid by the Reinsurer or the Subsidiary Grantor to the Trustee for losses in accordance with the provisions of Section 10(a) of the Trust Agreement and/or Section 10(a) of the Subsidiary Trust Agreement to the extent that a court of competent jurisdiction has made a final judgment that the losses resulted directly from the Ceding Company's negligence, willful misconduct or lack of good faith arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, the Trust Agreement or the Subsidiary Trust Agreement; provided, that in no event shall the Ceding Company be subject to, or liable for, duplicative losses hereunder (it being agreed that the Reinsurer and the Subsidiary Grantor may suffer or incur different losses arising from the same underlying set of facts or circumstances).

## ARTICLE V.

## OVERSIGHTS; COOPERATION; BOOKS AND RECORDS

Section 5.1. Oversights. Inadvertent delays, oversights, errors or omissions made in connection with this Agreement or any transaction hereunder shall not relieve either Party from any liability that would have attached had such delay, oversight, error or omission not occurred. The Parties shall nevertheless cooperate in good faith to rectify such delay, oversight, error or omission as soon as possible after discovery so that both Parties shall be restored as closely as possible to the positions they would have occupied if no delay, oversight, error or omission had occurred.

Section 5.2. Cooperation. The Ceding Company and the Reinsurer shall cooperate with each other in order to accomplish the objectives of this Agreement by furnishing additional information and executing and delivering any additional documents as may be reasonably requested by the other to further perfect or evidence the consummation of, or otherwise implement, any transaction contemplated by this Agreement or the other Transaction Agreements, or to aid in the preparation of any required regulatory filing or financial statement; provided, however, that any such additional documents must be reasonably satisfactory to each Party and not impose upon either Party or upon the Retrocessionaire any material liability, risk, obligation, loss, cost or expense not contemplated by this Agreement or the other Transaction Agreements.

Section 5.3. Books and Records.

(a) The Ceding Company shall maintain the Books and Records (a) in accordance with any and all Applicable Law and (b) with a degree of care and diligence similar to that used for its other businesses for its own account and in accordance with its internal record retention procedures and policies of its other businesses.

(b) The Reinsurer and its Representatives, for the Reinsurer's own account, shall have the right, not more than (x) once per calendar year for a claims audit and (y) an additional once per year for an administration audit, to virtually via remote access (i) inspect, audit and make copies of, at reasonable times and upon reasonable prior notice, the Books and Records, including access to systems (which, for the avoidance of doubt, may be satisfied by live screen sharing), electronic files and documents, in the possession, custody or control of the Ceding Company, its Affiliates and its or their respective Representatives including as pertains to the payment of Reinsured Liabilities and the administration of the Reinsured Policies, (ii) make copies of such materials for the purposes of such inspection or audit, and (iii) receive access to the appropriate personnel of the Ceding Company, its Affiliates and its and their Representatives; provided, however, that such access shall not unreasonably interfere with the business and operations of the Ceding Company; provided, further, that in exercising its audit rights pursuant to this Section 5.3(b), the Reinsurer shall in good faith seek and reasonably cooperate to consolidate such audit or inspection with any audit or inspection by the Retrocessionaire pursuant to Section 5.3(c). The Reinsurer shall bear its own expenses in connection with such access and shall promptly reimburse the Ceding Company for any reasonable out-of-pocket expenses incurred by the Ceding Company in connection with such access by the Reinsurer or its Representatives, unless the Ceding Company has breached its obligation under this Section 5.3(b) to provide such access. Notwithstanding anything herein to the contrary, the Ceding Company shall not be obligated to make available to the Reinsurer or its Affiliates any papers or other books, records or documents to the extent that the Ceding Company determines, in its reasonable judgment, that doing so would violate Applicable Law or a contract or jeopardize the protection of an attorney-client privilege; it being understood that the Ceding Company shall use commercially reasonable efforts to enable such information to be made available to the Reinsurer (including redacting information) without contravening such Applicable Law or contract or jeopardizing such privilege. The Ceding Company acknowledges and agrees that the Reinsurer may provide Confidential Information to a Third Party as necessary for ongoing valuation of the Reinsured Policies and other similar services with respect to the Reinsured Policies to the extent permitted and in accordance with Section 11.10. Notwithstanding the foregoing, the Reinsurer shall have the right of inspection and audit provided for in this Section 5.3(b) more frequently than as set forth above in this Section 5.3(b) in the event that the Ceding Company materially breaches its obligations under this Agreement, upon delivery of notice from the Reinsurer to the Ceding Company of the alleged material breach together with reasonable supporting detail in respect thereof, in which case, the Reinsurer shall have the additional right to audit such material breach as reasonably necessary, but no more frequently than once per calendar quarter, until such breach is cured. The Parties agree that for administrative ease, the Reinsurer may conduct the audits and inspections contemplated by this Section 5.3(b) on a shared basis with the Retrocessionaire's audits and inspections as contemplated by Section 5.3(c). Nothing in this Section 5.3(b) shall be construed as a limitation on the Reinsurer's rights to receive Ceding Company reports as described in Schedule G-1.

(c) The Retrocessionaire and its Representatives, for the Retrocessionaire's own account, shall have the right, not more than (x) once per calendar year for a claims audit and (y) an additional once per year for an administration audit, to in person and virtually (including via live screen sharing) (i) inspect, audit and make copies of, at reasonable times and upon reasonable prior notice, the Books and Records, including with respect to the claims audits, the provision of Ceding Company devices on the Ceding Company's premises with direct access to the Ceding

Company's claims system and other electronic files and documents, in the possession, custody or control of the Ceding Company, its Affiliates and its or their respective Representatives including as pertains to the payment of Reinsured Liabilities and the administration of the Reinsured Policies, (ii) make copies of such materials (other than claims records accessed through Ceding Company devices) for the purposes of such inspection or audit, and (iii) receive access to the appropriate personnel of the Ceding Company, its Affiliates and its and their Representatives; provided, however, that such access shall not unreasonably interfere with the business and operations of the Ceding Company; provided, further, that in exercising its audit rights pursuant to this Section 5.3(c), the Retrocessionaire shall in good faith seek and reasonably cooperate to consolidate such audit or inspection with any audit or inspection by the Reinsurer pursuant to Section 5.3(b). The Retrocessionaire shall bear its own expenses in connection with such access and shall promptly reimburse the Ceding Company for any reasonable out-of-pocket expenses incurred by the Ceding Company in connection with such access by the Retrocessionaire or its Representatives, unless the Ceding Company has breached its obligation under this Section 5.3(c) to provide such access. Notwithstanding anything herein to the contrary, the Ceding Company shall not be obligated to make available to the Retrocessionaire or its Affiliates any papers or other books, records or documents to the extent that the Ceding Company determines, in its reasonable judgment, that doing so would violate Applicable Law or a contract or jeopardize the protection of an attorney-client privilege; it being understood that the Ceding Company shall use commercially reasonable efforts to enable such information to be made available to the Retrocessionaire (including redacting information) without contravening such Applicable Law or contract or jeopardizing such privilege. The Ceding Company acknowledges and agrees that the Retrocessionaire may provide Confidential Information to a Third Party as necessary for ongoing valuation of the Reinsured Policies and other similar services with respect to the Reinsured Policies to the extent permitted and in accordance with Section 11.10. Notwithstanding the foregoing, the Retrocessionaire shall have the right of inspection and audit provided for in this Section 5.3(c) more frequently than as set forth above in this Section 5.3(c) in the event that the Ceding Company materially breaches its obligations under this Agreement, upon delivery of notice from the Retrocessionaire to the Ceding Company of the alleged material breach together with reasonable supporting detail in respect thereof, in which case, the Retrocessionaire shall have the additional right to audit such material breach as reasonably necessary, but no more frequently than once per calendar quarter, until such breach is cured. The Parties agree that for administrative ease, the Retrocessionaire may conduct the audits and inspections contemplated by this Section 5.3(c) on a shared basis with the Reinsurer's audits and inspections as contemplated by Section 5.3(b).

(d) The Ceding Company and its Representatives, for the Ceding Company's own account, shall have the right, not more than once per calendar year with respect to each of the Reinsurer and the Retrocessionaire, to virtually via remote access (i) inspect, audit and make copies of, at reasonable times and upon reasonable prior notice, the book and records and information relating to the Reinsured Liabilities, the Reinsured Policies, the capital and solvency of the Reinsurer and the Retrocessionaire in connection with this Agreement, the Eligible Assets, the Trust Account, the Subsidiary Trust Account, the Segregated Account, this Agreement or the other Transaction Agreements (including compliance herewith and therewith), including access to electronic files and original documents, in the possession, custody or control of the Reinsurer, the Retrocessionaire, their respective Affiliates and its or their respective Representatives, (ii) make copies of such materials for the purposes of such inspection or audit, and (iii) receive access to the

appropriate personnel of the Reinsurer, the Retrocessionaire, their respective Affiliates and its and their Representatives; provided, however, that such access shall not unreasonably interfere with the business and operations of the Reinsurer or the Retrocessionaire, as applicable. The Ceding Company shall bear its own expenses in connection with such access and shall promptly reimburse the Reinsurer or the Retrocessionaire, as applicable, for any reasonable out-of-pocket expenses incurred by such Party in connection with such access by the Ceding Company or its Representatives, unless the Reinsurer or the Retrocessionaire, as applicable, has breached its obligation under this Section 5.3(d) to provide such access. Notwithstanding anything herein to the contrary, neither the Reinsurer nor the Retrocessionaire shall be obligated to make available to the Ceding Company any papers or other books, records or documents to the extent that it determines, in its reasonable judgment, that doing so would violate Applicable Law or a contract or jeopardize the protection of an attorney-client privilege; it being understood that the Reinsurer or the Retrocessionaire, as the case may be, shall use commercially reasonable efforts to enable such information to be made available to the Ceding Company (including redacting information) without contravening such Applicable Law or contract or jeopardizing such privilege. Each of the Reinsurer and the Retrocessionaire acknowledges and agrees that the Ceding Company may provide Confidential Information to a Third Party as necessary for ongoing valuation of the Reinsured Policies and other similar services with respect to the Reinsured Policies to the extent permitted and in accordance with Section 11.10. Notwithstanding the foregoing, the Ceding Company shall have the right of inspection and audit provided for in this Section 5.3(d) more frequently than as set forth above in this Section 5.3(d) in the event that the Reinsurer or the Retrocessionaire, as applicable, materially breaches its obligations under this Agreement, upon delivery of notice from the Ceding Company to the Reinsurer or the Retrocessionaire, as applicable, of the alleged material breach together with reasonable supporting detail in respect thereof, in which case, the Ceding Company shall have the additional right to audit such material breach as reasonably necessary, but no more frequently than once per calendar quarter, until such breach is cured.

(e) No Party shall use any information obtained pursuant to this Section 5.3 for any purpose not relating to this Agreement or the other Transaction Agreements.

(f) The Parties acknowledge and agree that the Retrocessionaire has engaged Munich American Reassurance Company, a Georgia-domiciled life insurance company ("MARC") for the performance of certain services. In furtherance of the foregoing, the Ceding Company and the Reinsurer agree that all information contemplated to be provided by the Ceding Company or the Reinsurer to the Retrocessionaire under this Agreement shall be delivered to MARC electronically in a manner reasonably acceptable to the Retrocessionaire and the Ceding Company or the Reinsurer, as applicable, and such delivery to MARC shall be deemed to satisfy the Ceding Company's and the Reinsurer's obligations hereunder to provide such information to the Retrocessionaire.

## ARTICLE VI.

## INSOLVENCY

Section 6.1. Insolvency of the Ceding Company.

(a) In the event of the insolvency of the Ceding Company, all reinsurance made, ceded, renewed or otherwise becoming effective under this Agreement shall be payable by the Reinsurer to the Ceding Company or the Ceding Company's domiciliary receiver on the basis of the liability of the Ceding Company under the Reinsured Policies without diminution because of the insolvency of the Ceding Company.

(b) It is understood, however, that in the event of such an insolvency of the Ceding Company, the liquidator, receiver or statutory successor of the Ceding Company shall give written notice of the pendency of a claim against the Ceding Company on a Reinsured Policy within a reasonable period of time after such claim is filed in the applicable insolvency proceedings and that during the pendency of such claim the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses which it may deem available to the Ceding Company or its liquidator, receiver or statutory successor. It is further understood that the expense thus incurred by the Reinsurer will be chargeable, subject to Applicable Law and court approval, against the Ceding Company as part of the expense of liquidation to the extent of a proportionate share of the benefit that may accrue to the Ceding Company solely as a result of the defense undertaken by the Reinsurer.

## ARTICLE VII.

## DURATION; RECAPTURE

Section 7.1. Duration. Subject to the continuing obligations set forth in Schedule I, this Agreement shall continue in force until such time as (a) the Ceding Company's Liabilities arising out of or resulting from all Reinsured Policies is terminated in accordance with their respective terms and each Party has received payments that discharge the other Party's Liabilities incurred hereunder prior to such termination, or (b) in accordance with Section 7.3, the Ceding Company has elected to recapture the reinsurance of Reinsured Policies in full or, in accordance with Section 7.5, the Reinsurer has elected to terminate the reinsurance coverage hereunder, and, in each case, the Terminal Settlement has been completed in accordance with Section 7.4. Termination of this Agreement shall not relieve any Party from any liability that accrued hereunder prior to such termination.

Section 7.2. Survival. Notwithstanding the other provisions of this Article VII, the terms and conditions of Article I, Article VII and Article VIII and Schedule I, and the provisions of Section 11.1, Section 11.4, Section 11.5, Section 11.10 and Section 11.13 shall remain in full force and effect after the termination of this Agreement.

Section 7.3. Recapture.

(a) Following the initial (or subsequent) occurrence of a Recapture Triggering Event but only if such Recapture Triggering Event is still continuing, the Ceding Company shall have the right (but not the obligation), for a period of [***] following the occurrence of such Recapture Triggering Event (which period may be extended for [***] if a replacement for the Reinsurer has been identified and mutually agreed by the Ceding Company and the Retrocessionaire) or during a court-ordered stay in an Insolvency Event on the part of the Reinsurer, whichever is longer (the "Recapture Exercise Period"), to recapture all, and not less

than all, of the reinsurance ceded under this Agreement, by providing the Reinsurer with written notice of its intent to effect recapture and the specific clause in the definition of "Recapture Triggering Event" pursuant to which the Ceding Company is electing to recapture. In addition, following the occurrence of a Recapture Triggering Event that constitutes a Retrocessionaire Caused Event, Part B of Schedule I shall apply. Subject to Schedule I, recapture of the Reinsured Policies shall be effective on the tenth (10th) Business Day following the day on which the Ceding Company has provided the Reinsurer with such notice or such later day as set forth in the Ceding Company recapture notice (the "Recapture Date"); provided, however, that if the recapture is due to an Insolvency Event, the Recapture Date may be the date of delivery of the recapture notice or if the recapture is due to a Reserve Credit Event, the Ceding Company may specify a Recapture Date that is less than ten (10) Business Days following the delivery of the recapture notice to the extent required to effectuate the recapture prior to any loss by the Ceding Company of any statutory financial statement credit for the reinsurance provided by this Agreement, it being understood that any such changes to the Recapture Date and such procedures shall not affect the right of Reinsurer to subsequently dispute any calculation related to such recapture consistent with this Article VII. For the avoidance of doubt, with respect to any Recapture Triggering Event (i) that is subject to cure hereunder, in the event such Recapture Triggering Event is cured and such Recapture Triggering Event is subsequently retriggered or (ii) for which the Recapture Exercise Period has expired and such Recapture Triggering Event is subsequently retriggered, the Ceding Company shall have another right to recapture the reinsurance ceded hereunder pursuant to this Section 7.3. Without prejudice as to any obligations, rights or remedies of any Party under any other Transaction Agreement, upon a recapture by the Ceding Company, the Ceding Company shall recapture all Liabilities arising under or resulting from the Reinsured Policies, other than the Reinsurer Extra-Contractual Obligations and the Retrocessionaire Extra-Contractual Obligations.

(b) Following a recapture pursuant to Section 7.3(a), subject to the satisfaction of payment obligations described in Section 7.4 and the other obligations set forth in Schedule I, the Parties will be fully and finally released from all rights and obligations under this Agreement in respect of the Reinsured Policies other than with respect to Reinsurer Extra-Contractual Obligations (in the case of the Reinsurer) and the Retrocessionaire Extra-Contractual Obligations (in the case of the Retrocessionaire) and other than the obligations under the provisions that expressly survive termination as provided in Section 7.2. Notwithstanding the foregoing, a recapture pursuant to this Section 7.3 will not affect unpaid obligations or Liabilities due and owing under any of the Transaction Agreements.

(c) Notwithstanding the remedies contemplated by this Article VII or the other Transaction Agreements, the Ceding Company may, in its sole discretion, require direct payment by the Reinsurer of any sum in default under this Agreement or any other Transaction Agreement in lieu of exercising the remedies in Article VII and it shall not be a defense to any such claim that such Party might have had other recourse.

Section 7.4. Recapture Payments.

(a) In connection with a recapture pursuant to Section 7.3 or a termination due to the occurrence of a Ceding Company Non-Payment Event pursuant to Section 7.5, the Ceding Company shall prepare a settlement statement within fifteen (15) Business Days after the Recapture Date (the "Terminal Settlement Statement") setting forth the Terminal Settlement. If

the undisputed amount of the Terminal Settlement is owed by the Reinsurer to the Ceding Company, then the Reinsurer shall pay such amount to the Ceding Company in cash or Eligible Assets within ten (10) Business Days following the date on which the Ceding Company delivers the Terminal Settlement Statement to the Reinsurer. In the event the Reinsurer fails to pay any amounts due to the Ceding Company in connection with a Terminal Settlement on the date such payment is due, (i) the Ceding Company shall be entitled to instruct the Trustee pursuant to the Trust Agreement and the Subsidiary Trust Agreement to transfer to the Ceding Company Eligible Assets (and, at the Ceding Company's option, any other assets in the Trust Account or the Subsidiary Trust Account) with a Fair Market Value equal to such undisputed amount to the extent not otherwise paid by the Reinsurer in cash or Eligible Assets on or prior to such date (or if the Eligible Assets in the Trust Account and the Subsidiary Trust Account are insufficient for such payment, instruct the Trustee to transfer all Eligible Assets (and, at the Ceding Company's option, any other assets) remaining in the Trust Account and the Subsidiary Trust Account to the Ceding Company), and (ii) the Reinsurer shall pay any remaining shortfall to the Ceding Company in cash or Eligible Assets. For purposes of this Section 7.4(a), a "withdrawal" of a Qualifying Letter of Credit by the Ceding Company shall mean the Ceding Company delivering an LOC Draw Notice to the Trustee directing the Trustee to draw upon such Qualifying Letter of Credit and to transfer the proceeds thereof to the Ceding Company in accordance with the terms of Section 2(d) of the Trust Agreement, it being understood that the Ceding Company shall only direct the Trustee to draw upon a Qualifying Letter of Credit and transfer the proceeds thereof to the Ceding Company following the exhaustion of all other Eligible Assets in the Trust Account and the Subsidiary Trust Account, as the case may be, in accordance with the terms of Section 2(d) of the Trust Agreement and Section 2(e) of the Trust Agreement, as the case may be. If the undisputed amount of the Terminal Settlement is owed by the Ceding Company to the Reinsurer, then within ten (10) Business Days following the date on which the Ceding Company delivers the Terminal Settlement Statement to the Reinsurer, the Ceding Company shall pay to the Reinsurer the amount of the Terminal Settlement in cash. Notwithstanding the fact that a payment may have been made pursuant to this Section 7.4(a), the parties acknowledge and agree that disputes relating to the Terminal Settlement shall be resolved in accordance with Section 7.4(b). In addition, following the Terminal Settlement, the Trust Account and the Subsidiary Trust Account shall each be terminated, any Qualifying Letters of Credit shall be canceled and any remaining amounts or amount held in trust pursuant to Article IV shall be released to the Reinsurer after the full satisfaction of the Terminal Settlement pursuant to the Terminal Settlement Statement. The Ceding Company shall promptly take all actions, including providing written consent to the Trustee and returning any Qualifying Letters of Credit, to permit such termination of the Trust Account and the Subsidiary Trust Account, the release of such assets to the Reinsurer and the cancellation of any such Qualifying Letters of Credit.

(b) In the event that the Reinsurer disagrees with the calculation of the Terminal Settlement, the Reinsurer shall within ten (10) Business Days after its receipt of such report deliver written notice to the Ceding Company of such disagreement and the Parties shall attempt in good faith to resolve such disagreement. Any resolution agreed to in writing by the Parties shall be final and binding upon the Parties. If the Parties do not resolve any disagreement within ten (10) Business Days after the Reinsurer delivers written notice of any such disagreement to the Reinsurer, either Party may request the Third Party Accountant to determine the Terminal Settlement. The Third Party Accountant's determination of the Terminal Settlement shall be final and binding upon

the Parties. The fees, costs and expenses associated with the Third Party Accountant's determination shall be allocated between the Ceding Company and the Reinsurer in accordance with the Third Party Accountant's judgment as to the relative merits of the Parties' proposals in respect of the dispute. Within ten (10) Business Days after a final and binding resolution of any dispute described in this Section 7.4(b) is reached, the Parties agree to make any necessary adjustments under Section 7.4(a).

(c) In connection with a recapture or termination of this Agreement, the Reinsurer's entire and complete terminal settlement obligation hereunder is the amount determined in accordance with Schedule I.

Section 7.5. Notice of Reinsurer Termination for Non-Payment. On any day on which the Ceding Company (or any successor by operation of law of the Ceding Company, including, but not limited to, any receiver, liquidator, rehabilitator, conservator or similar Person of the Ceding Company) is delinquent in paying undisputed amounts due and owing to the Reinsurer under this Agreement, other than amounts that are the subject of a good faith dispute, the Reinsurer may give the Ceding Company written notice that the reinsurance coverage hereunder shall terminate (with such termination constituting a recapture for purposes of this Article VII) if such overdue amount, plus applicable interest thereon at the Interest Rate, is not paid to the Reinsurer within thirty (30) calendar days from the date of such notice (a "Ceding Company Non-Payment Event"). If such written notice has been given by the Reinsurer and such overdue amount, plus applicable interest thereon, is not paid to the Reinsurer within such thirty (30) calendar day period, then all reinsurance coverage under this Agreement shall terminate on the Recapture Date. In the case of a recapture pursuant to this Section 7.5, the "Recapture Date" shall be the date on which such unpaid amount was originally due (which date shall, *mutatis mutandis*, be deemed to be the Recapture Date for any termination and recapture pursuant to this Article VII). Following a recapture pursuant to this Section 7.5, subject to Schedule I and the satisfaction of payment obligations described in Section 7.4, the parties will be fully and finally released from all rights, obligations and liabilities under this Agreement other than any Reinsurer Extra-Contractual Obligations (in the case of the Reinsurer) and the Retrocessionaire Extra-Contractual Obligations (in the case of the Retrocessionaire).

## ARTICLE VIII.

## INDEMNIFICATION

Section 8.1. Reinsurer's Obligation to Indemnify. The Reinsurer hereby agrees to indemnify, defend and hold harmless each of the Ceding Company and its Affiliates and their respective officers, directors, stockholders, employees, Representatives, successors and assigns (collectively, the "Ceding Company Indemnified Parties") from and against any and all Indemnifiable Losses incurred by the Ceding Company Indemnified Parties to the extent arising from (i) any failure to perform or breach by the Reinsurer of the covenants and agreements of the Reinsurer contained in this Agreement and (ii) any Reinsurer Extra-Contractual Obligations. For the avoidance of doubt, nothing in this Section 8.1 shall confer to the Ceding Company the ability to make claims against the Reinsurer for Indemnifiable Losses that are indemnifiable to the Ceding Company pursuant to Section 8.3 (including, to the extent applicable, in respect of the Retrocessionaire Provisions).

Section 8.2. Ceding Company's Obligation to Indemnify. The Ceding Company hereby agrees to indemnify, defend and hold harmless each of (a) the Reinsurer and its Affiliates and their respective officers, directors, stockholders, employees, Representatives, successors and assigns (collectively, the "Reinsurer Indemnified Parties") and (b) the Retrocessionaire and its Affiliates and their respective officers, directors, stockholders, employees, Representatives, successors and assigns (collectively, the "Retrocessionaire Indemnified Parties") from and against any and all Indemnifiable Losses incurred by the Reinsurer Indemnified Parties or the Retrocessionaire Indemnified Parties, as the case may be, to the extent arising from (i) any failure to perform or breach by the Ceding Company of the covenants and agreements of the Ceding Company contained in this Agreement or (ii) any Ceding Company Extra-Contractual Obligation.

Section 8.3. Retrocessionaire's Obligation to Indemnify. The Retrocessionaire hereby agrees to indemnify, defend and hold harmless each of the Ceding Company Indemnified Parties from and against any and all Indemnifiable Losses incurred by the Ceding Company Indemnified Parties to the extent arising from (i) any failure to perform or breach by the Retrocessionaire of the covenants and agreements of the Retrocessionaire contained in this Agreement, including Section 11.6(b)(i), and (ii) any Retrocessionaire Extra-Contractual Obligations. For the avoidance of doubt, nothing in this Section 8.3 shall confer to the Ceding Company the ability to make claims against the Retrocessionaire for Indemnifiable Losses that are indemnifiable to the Ceding Company pursuant to Section 8.1; provided that, for clarity, the parties hereby agree that all Indemnifiable Losses resulting from a failure to perform or breach of the Retrocessionaire Provisions (other than by the Ceding Company) shall be indemnifiable pursuant to this Section 8.3.

Section 8.4. Applicability of Master Transaction Agreement. The procedures, but not the limitations, set forth in Sections 9.05, 9.06 and 9.08 of the Master Transaction Agreement shall apply to Indemnifiable Losses under this Article VIII.

Section 8.5. Certain Limitations and Other Matters.

(a) Any Indemnifiable Losses shall be net of any amounts recovered by the Indemnitee for the Indemnifiable Losses under any insurance policy, reinsurance agreement (including under the Retrocession Agreement), warranty or indemnity or otherwise from any Person other than the applicable Indemnitor as reduced by the amount of any costs reasonably incurred by the Indemnitee in seeking such recovery, and the Indemnitee shall promptly reimburse the Indemnitor for any such amount that is received by it from any such other Person with respect to Indemnifiable Losses after any indemnification with respect thereto has actually been paid pursuant to this Agreement, less any costs incurred in recovering such amount; provided that such reimbursement shall only be required to the extent the Indemnitee would otherwise retain an amount greater than the full amount of the Indemnifiable Losses incurred by the Indemnitee as a result of the underlying claim.

(b) Notwithstanding the foregoing or anything to the contrary in this Agreement, in no event shall (i) the Ceding Company be subject to, or liable for, duplicative Indemnifiable Losses hereunder (it being agreed that the Reinsurer and the Retrocessionaire may suffer or incur different Indemnifiable Losses arising from the same underlying set of facts or circumstances); provided, that in the event the Reinsurer and the Retrocessionaire suffer or incur Indemnifiable Losses that

would or would reasonably be expected to subject the Ceding Company to duplicative liability, (a) except with respect to any Indemnifiable Losses resulting from a breach of the Retrocessionaire Provisions, the Reinsurer shall be entitled to seek indemnification, and recover Indemnity Payments (if any) in respect of such Indemnifiable Losses, from the Ceding Company under this Article VIII before the Retrocessionaire, and (b) with respect to any Indemnifiable Losses resulting from a breach of the Retrocessionaire Provisions, the Retrocessionaire shall be entitled to seek indemnification, and recover Indemnity Payments (if any) in respect of such Indemnifiable Losses, from the Ceding Company under this Article VIII before the Reinsurer; or (ii) the Reinsurer, on the one hand, and the Retrocessionaire, on the other hand, be subject to, or liable for, the same Indemnifiable Losses hereunder (it being agreed that each of the Reinsurer and the Retrocessionaire may cause the Ceding Company to suffer or incur different Indemnifiable Losses resulting from the same underlying set of facts or circumstances); provided, that the foregoing shall not limit an Indemnitee's ability to make a claim as to a breach of more than one covenant or agreement arising from the same state of facts. For the avoidance of doubt, (a) no Indemnitee shall be entitled to duplication of recovery with respect to Indemnifiable Losses arising under the same underlying subject matter and (b) so long as the Ceding Company and the Retrocessionaire are not counterparties of each other or otherwise directly facing each other as the result of a novation of, or the exercise of a cut-through under, this Agreement, the Retrocession Agreement or any other Transaction Agreement specifically relating to the rights and obligation under this Agreement or the Retrocession Agreement, only the Reinsurer, and not the Ceding Company, shall be entitled to seek indemnification against the Retrocessionaire with respect to the rights and obligations under the Retrocession Agreement that are not expressly included in this Agreement.

(c) To the extent that an Indemnitee has received payment from an Indemnitor in respect of an Indemnifiable Loss pursuant to the provisions of any other Transaction Agreement, such Indemnitee shall not be entitled to such Indemnifiable Loss from the same Indemnitor under this Agreement, and no Indemnitee may obtain duplicative indemnification or other recovery from the same Indemnitor for Indemnifiable Losses under one or more provisions of this Agreement, on the one hand, and any other Transaction Agreement, on the other hand.

Section 8.6. Waiver of the Duty of Utmost Good Faith. The Ceding Company and the Reinsurer each hereby absolutely and irrevocably waives resort to the duty of "utmost good faith" or any similar principle in connection with the formation of this Agreement, the Master Transaction Agreement or any other Transaction Agreement in connection with the formation of this Agreement; provided, that, each Party agrees that it does not waive any such duty of "utmost good faith" or any similar principle relating to the conduct of the parties under this Agreement on or after the date hereof.

## ARTICLE IX.

## TAX

Section 9.1. DAC Tax.

(a) The Ceding Company and the Reinsurer each acknowledge that it is currently subject to taxation under either Subchapter "L" of Chapter 1 or Subpart F of Part III of Subchapter "N" of Chapter 1 of the Internal Revenue Code of 1986 (as amended).

(b) With respect to this Agreement, the Ceding Company and the Reinsurer agree to the following pursuant to Section 1.848-2(g)(8) of the Income Tax Regulations whereby:

(i) Each Party agrees to attach a schedule to its federal income tax return that identifies this Agreement for which the joint election under the regulation has been made;

(ii) The Party with net positive consideration (as defined in the regulation promulgated under Section 848 of the Internal Revenue Code of 1986, as amended) for this Agreement for each taxable year agrees to capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deductions limitation of Section 848(c)(1);

(iii) Each Party agrees to exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency; and

(iv) This election shall be effective for the year that this Agreement was entered into and for all subsequent years that this Agreement remains in effect.

(c) Both Parties agree to exchange information pertaining to the amount of the net consideration (as defined in Treasury Regulations section 1.848-2(f)) under this Agreement each year to ensure consistency or as otherwise required by the IRS. The Ceding Company shall submit a schedule to the Reinsurer by March 1 of each year that follows a year during which this Agreement was in effect for any portion of such year of the Ceding Company's calculations of the net consideration under this Agreement for the preceding calendar year. In the event the Reinsurer wishes to contest such calculations, it shall so notify the Ceding Company promptly, and the Ceding Company and the Reinsurer shall each cooperate in good faith to resolve such dispute by March 30 of such year.

Section 9.2. Tax Form; Withholding. Each Party and any of their agents shall be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement any Taxes it is required to deduct and withhold with respect to the making of such payment under any provision of Applicable Law; provided that the Ceding Company acknowledges that, as of the date hereof, no deduction or withholding is required from any payment to the Reinsurer on account of any U.S. federal withholding unless (a) there is a change in applicable Tax law or (b) the Reinsurer fails to provide to the Ceding Company an accurate and complete copy of IRS Form W-9. If a Party determines that an amount is required by Applicable Law to be deducted or withheld, such Party shall use reasonable best efforts to provide prior notice to the other Party of the intent to do so and shall use reasonable best efforts to provide the other Party an opportunity to eliminate or reduce any such withholding. If any amount is so withheld and paid over to the applicable Tax Authority, such amounts paid to the applicable Tax Authority shall be treated for all purposes of this Agreement as having been paid to the Person with respect to which such deduction or withholding was imposed. Without limiting the generality of the foregoing, each Party agrees to provide to the other on or before the date hereof an accurate and complete copy of IRS Form W-9,

or in the case of Retrocessionaire IRS Form W-8BEN-E, and shall deliver renewals or additional copies of such forms (or successor forms) to the other Parties on or before the date that such forms expire or become obsolete.

Section 9.3. Section 953(d) Election; Federal Excise Tax. If (a) the Reinsurer fails to maintain a valid Section 953(d) Election, (b) as a result thereof, the Ceding Company reasonably determines in good faith that any excise Tax, including any Tax imposed under section 4371 of the Code, is due with respect to any amount payable (or deemed to be payable) to the Reinsurer under this Agreement ("Excise Tax"), and (c) the Reinsurer fails to cure such failure prior to due date for the payment of Excise Tax, (i) the Ceding Company may offset such Excise Tax against the applicable percentage of Premiums payable hereunder and (ii) to the extent that the amount of Excise Tax due exceeds amounts offset pursuant to clause (i), the Reinsurer shall pay to the Ceding Company an amount equal to the excess amount. If any amount is offset or paid by the Reinsurer pursuant to this Section 9.3 and the Reinsurer subsequently cures such failure, and the Ceding Company determines in good faith that a refund of such amounts is available under Applicable Law (whether through direct cash refund or provision of a credit), the Ceding Company will use reasonable best efforts to obtain a refund of any amounts paid to the IRS and return to the Reinsurer such refunded amounts (or the amount credited against other obligations), less any reasonable out-of-pocket expenses incurred by the Ceding Company in obtaining such refund. The Ceding Company shall pay the full amount offset against Premiums or paid to the Ceding Company by the Reinsurer in respect of such Excise Tax to the relevant Tax Authority in accordance with Applicable Law and any such amounts that are paid over to the relevant Tax Authority shall be treated for all purposes of this Agreement as having been paid to the Reinsurer.

Section 9.4. Section 953(d) Status. The Reinsurer shall provide prompt notice to the Ceding Company in the event the Reinsurer becomes aware that the Reinsurer no longer has (or with the passage of time will no longer have) in effect a valid election under section 953(d) of the Code (the "Section 953(d) Election"). In the event that the Reinsurer fails to have in effect a valid Section 953(d) Election, the Reinsurer will indemnify the Ceding Company for any Excise or other Taxes owed by the Ceding Company and resulting from such failure, subject to the provisions of Section 9.2 and Section 9.3.

## ARTICLE X.

## RETROCESSION AGREEMENT

Section 10.1. Retrocession Agreement. The Reinsurer (i) shall provide written notice to the Ceding Company of any proposed modification, amendment, supplement, replacement, restatement or waiver of any or all of Reinsurer's or the Retrocessionaire's rights under the Retrocession Agreement that would or would reasonably be expected to be adverse in any respect to the Ceding Company (such modification, amendment, supplement, replacement, restatement or waiver, a "Retrocession Agreement Change") and (ii) shall not, without the prior written consent of the Ceding Company (such consent not to be unreasonably withheld, conditioned or delayed), undertake the Retrocession Agreement Change. The Reinsurer shall promptly provide written notice to the Ceding Company (i) of the occurrence of any "Retrocession Recapture Event" (as defined under the Retrocession Agreement) of which the Reinsurer becomes aware and (ii) if it intends to terminate the Retrocession Agreement. The Reinsurer also agrees that, to the extent

reasonably practicable, it will consult with the Ceding Company in good faith prior to giving the Retrocessionaire notice that Reinsurer will elect to terminate the Retrocession Agreement due to the occurrence of a "Retrocession Recapture Event" (as defined under the Retrocession Agreement). It is understood that receipt of a copy of notice under the Retrocession Agreement by the Ceding Company shall be deemed to satisfy the Reinsurer's obligations under this Section 10.1 to separately provide notice to the Ceding Company.

Section 10.2. Recapture of Retrocession. Upon the occurrence of a recapture or termination of the Retrocession Agreement in accordance with its terms, any references to the "Retrocessionaire" hereunder for purposes of any consent, right or claim of the Retrocessionaire or other operative provision pertaining to Retrocessionaire, shall be deemed to be a reference to Reinsurer; provided, however, that nothing in this Section 10.2 shall confer to the Ceding Company the ability to make claims against the Reinsurer for Indemnifiable Losses caused by the Retrocessionaire.

Section 10.3. Cut-Through.

(a) In the event of a Recapture Triggering Event, other than a Recapture Triggering Event under clauses (c)(2) and (c)(3) (provided, in each case, that the Reinsurer has not failed to make payments required under the Retrocession Agreement) and (f) of the definition thereof, during the Recapture Exercise Period and, if the Ceding Company elects to recapture, until such time (if after the expiration of the Recapture Exercise Period) as the Terminal Settlement in connection with such recapture is paid (the "Cut-Through Election Period"), each of the Ceding Company and the Retrocessionaire shall have the right to deliver a written notice to each other party of a cut-through election (the "Cut-Through Election"), it being understood and agreed that following the Recapture Date, the Reinsurer shall have no other obligations hereunder except as described in Section 7.3(b). Following a Cut-Through Election during the Cut-Through Election Period:

(i) The Ceding Company shall be permitted to enforce the Reinsurer's rights in respect of the Reinsured Liabilities under the Retrocession Agreement. The Retrocessionaire shall be obligated to, pursuant to this Agreement, make the portion of the applicable payments due to the Reinsurer under the Retrocession Agreement in respect of the Reinsured Liabilities and payable by the Reinsurer to the Ceding Company under this Agreement directly to the Ceding Company, in which case such portions of payments shall not be payable to the Reinsurer (or any successor by operation of law of the Reinsurer, including any liquidator, rehabilitator, receiver or conservator of the Reinsurer). Without limiting the Ceding Company's rights hereunder, including the right to receipt of all payments to which it is entitled under the terms of this Agreement, before making direct payments to the Ceding Company, the Retrocessionaire shall have the right to deduct from such payment any amounts due by the Reinsurer to the Retrocessionaire under the Retrocession Agreement. Any such payment by the Retrocessionaire directly to the Ceding Company pursuant to this Section 10.3(a)(i) shall constitute value provided by the Retrocessionaire to the Reinsurer to the extent that the Reinsurer's obligation in respect of Reinsured Liabilities to the Ceding Company is satisfied and therefore shall discharge the corresponding payment obligation from the Retrocessionaire to the Reinsurer (including any liquidator, rehabilitator, receiver or conservator of the Reinsurer) under the

Retrocession Agreement to the extent of such payment. In addition, any such payment by the Retrocessionaire directly to the Ceding Company pursuant to this Section 10.3(a)(i) shall discharge the corresponding obligation from the Reinsurer to the Ceding Company under this Agreement to the extent of such payment. For the avoidance of doubt, but without limiting the Ceding Company's rights under this Agreement, including the right to receipt of all payments to which it is entitled under the terms of this Agreement, under no circumstances shall the Retrocessionaire be obligated to make any payment to the Ceding Company to the extent the Retrocessionaire has already paid such amount to the Reinsurer.

(ii) In addition, the Ceding Company shall be obligated to, pursuant to the Cut-Through Election, make or direct payment of, as applicable, the portion of the applicable payments in respect of the Reinsured Liabilities that are otherwise due to the Reinsurer under this Agreement and payable by the Reinsurer to the Retrocessionaire under the Retrocession Agreement directly to the Retrocessionaire, in which case such payments shall not be payable by the Reinsurer (or any successor by operation of law of the Reinsurer, including any liquidator, rehabilitator, receiver or conservator of the Reinsurer). Without limiting the Retrocessionaire's rights under the Retrocession Agreement, including the right to receipt of all payments due under the terms of the Retrocession Agreement, before making or directing direct payment to the Retrocessionaire, the Ceding Company shall have the right to deduct from such payment any amounts due by the Reinsurer to the Ceding Company under this Agreement. Any such payment by or on behalf of the Ceding Company directly to the Retrocessionaire pursuant to this Section 10.3(a)(ii) shall constitute value provided by the Ceding Company to the Reinsurer to the extent that the Reinsurer's obligation in respect of the fee payment to the Retrocessionaire is satisfied and therefore shall discharge the corresponding payment obligation from the Ceding Company to the Reinsurer (or any successor by operation of law of the Reinsurer, including any liquidator, rehabilitator, receiver or conservator of the Reinsurer) under this Agreement to the extent of any such payment. In addition, any such payment by or on behalf of the Ceding Company to the Retrocessionaire pursuant to this Section 10.3(a)(ii) shall discharge the corresponding payment obligation from the Reinsurer to the Retrocessionaire under the Retrocession Agreement to the extent of such payment. For the avoidance of doubt, but without limiting the Retrocessionaire's rights under the Retrocession Agreement, including the right to receipt of all payments due under the terms of the Retrocession Agreement, under no circumstances shall the Ceding Company be obligated to make or direct any payment to the Retrocessionaire to the extent the Ceding Company has already paid such amount to the Reinsurer.

(iii) In the event of the Insolvency of the Reinsurer, (x) the Retrocessionaire's payment obligations in respect of the Cut-Through Election shall not apply to the extent the Retrocessionaire reasonably believes that such payments will not relieve the Retrocessionaire of its liability towards the Reinsurer, including any liquidator, rehabilitator, receiver or conservator of the Reinsurer with respect to the payment amount, and (y) the Ceding Company's payment obligations in respect of a Cut-Through Election shall not apply to the extent the Ceding Company reasonably believes that such payments will not relive the Ceding Company of its liability towards the Reinsurer, including any

liquidator, rehabilitator, receiver or conservator of the Reinsurer, with respect to the payment amount.

## ARTICLE XI.

## MISCELLANEOUS

Section 11.1. Notices.

(a) All notices, consents, reports, statements, claims and demands (collectively, "Notices") under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by electronic mail (with written delivery receipt or other written confirmation of transmission), or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties hereto at the following respective addresses (or at such other address for a Party hereto as shall be specified in a notice given in accordance with this Section 11.1):

(i) if to the Ceding Company:

Unum Life Insurance Company of America
c/o Unum Group
1 Fountain Square
Chattanooga, TN 37402
Attention: EVP, Chief Financial Officer
Email: [***]

with concurrent copies (which shall not constitute notice) to:

Unum Group
1 Fountain Square
Chattanooga, TN 37402
Attention: Corporate Secretary
Email: [***]

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
Attention: Marilyn A. Lion; Paulina Stanfel
Email: [***]

(ii) if to the Reinsurer:

Fortitude Reinsurance Company Ltd.
96 Pitts Bay Road, 3rd Floor
Pembroke Parish HM 08
Bermuda
Attention: President and Chief Executive Officer

with concurrent copies (which shall not constitute notice) to:

Fortitude Reinsurance Company Ltd.
96 Pitts Bay Road, 3rd Floor
Pembroke Parish HM 08
Bermuda
Attention: General Counsel
Email address: [***]

Fortitude Reinsurance Company Ltd.
c/o Fortitude Group Holdings LLC
10 Exchange Place Jersey City, NJ 07302
Attention: General Counsel
Email address: [***]

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Jonathan J. Kelly
Email address: [***]

(iii) if to the Retrocessionaire:

New Reinsurance Company Ltd.
Zollikerstrasse 226
8008 Zurich, Switzerland
Attention: Head of Life
Email: [***]

Munich American Reassurance Company
3500 Lenox Road NE
Suite 900
Atlanta, Georgia 30326
Attention: General Counsel & Secretary
Email: [***]

with concurrent copies (which shall not constitute notice) to:

Eversheds Sutherland (US) LLP

700 Sixth Street NW, Suite 700
Washington, DC 20001
Attention: Ling Ling
Sean Wissman
E-mail: [***]

; provided that, periodic reports or statements contemplated by Article III, consents or notices contemplated by Article IV and any other Notices hereunder relating solely to the matters set forth on Schedule G shall be delivered by electronic mail to the email addresses set forth below or by agreed file transfer site (or at such other address for a Party hereto as shall be specified in a notice given in accordance with this proviso), which delivery shall be deemed to satisfy the requirements of this Section 11.1(a):

(i) if to the Ceding Company:

Email: [***]

(ii) if to the Reinsurer:

Email: [***]

(iii) if to the Retrocessionaire:

Email: [***]

All such Notices shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

(b) Notwithstanding anything to the contrary herein, any Party providing Notice to another party hereunder (the "Recipient") shall also provide such Notice concurrently to the other Party who is not the Recipient in accordance with the notice mechanics and at the address(es) specified in Section 11.1(a). No Party has an affirmative obligation to provide any other Party with a copy of any Notice it receives hereunder.

Section 11.2. Entire Agreement. This Agreement, together with the Schedules referred to herein, the Master Transaction Agreement, the Trust Agreement, the Subsidiary Trust Agreement and the other Transaction Agreements delivered pursuant hereto and thereto contain the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, with respect thereto.

Section 11.3. Waivers and Amendments. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the Parties, or, in the case of a waiver, by the Party waiving compliance. No failure or delay on the part of any Party in enforcing at any time any provision of this Agreement or exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor in any way affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision and exercise each and every right, power and privilege under this Agreement, nor shall any waiver on the part of any Party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further

exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and, unless provided otherwise in this Agreement or in the other Transaction Agreements, are not exclusive of any rights or remedies that any Party may otherwise have at law or in equity.

Section 11.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without regard to such state's principles of conflict of law that could compel the application of the laws of another jurisdiction.

Section 11.5. Dispute Resolution; Service of Process.

(a) Dispute Resolution. Other than (i) with respect to any dispute or controversy governed by the terms of Sections 3.6(f), 3.8(d), 3.8(e), 3.12(f) or 7.4(c) or (ii) any suit for specific performance with respect to Section 11.10, if either the Ceding Company or the Reinsurer has given written notification of a dispute relating to the Reinsured Policies or this Agreement and remedy sought to the other Party, then within fifteen (15) Business Days after receipt of such notification both Parties must designate an officer of their respective companies to attempt to resolve the dispute. The officers will meet at a mutually agreeable location as soon as possible and as often as reasonably necessary in order to gather and furnish the other with all appropriate and relevant information concerning the dispute. The officers will discuss the problem and will negotiate in good faith without the necessity of litigation or any formal arbitration proceedings. During the negotiation process, all reasonable requests related to the dispute made by one officer to the other for information will be honored. The specific format for such discussions will be decided by the designated officers. All discussions and negotiations shall be for settlement purposes only, deemed confidential and not admissible in any legal proceeding in the event the dispute remains unresolved and is resolved through such proceedings. If these officers are unable to resolve the dispute within thirty (30) calendar days of their first meeting, the Parties may proceed as set out in Section 11.5(b) below, unless the Parties mutually agree in writing to extend the negotiation period for an additional thirty (30) calendar days.

(b) Arbitration.

(i) If the Ceding Company and the Reinsurer are unable to mutually resolve a dispute or controversy relating to the Reinsured Policies or this Agreement (other than with respect to any dispute or controversy governed by the terms of Sections 3.6(f), 3.8(d), 3.8(e), 3.12(f) or 7.4(c)), the Parties shall resolve the dispute or controversy through binding arbitration. Three (3) arbitrators will decide any difference. Such arbitrators must be (i) present or former officers of life insurance or reinsurance companies or (ii) attorneys with experience in reinsurance matters, in each case other than the Parties to this Agreement or any company or Person affiliated with either Party such as officers or professional advisors, Affiliates or subsidiaries or past employees, officers, directors or professional advisors of such Party or its Affiliates. One (1) of the arbitrators will be appointed by the Reinsurer, another by the Ceding Company, and the two (2) arbitrators thus appointed will select a third arbitrator before arbitration begins. The three (3) arbitrators shall be collectively referred to as the "Tribunal." Should one (1) of the Parties decline to select an arbitrator within thirty (30) calendar days after the date of a written request to do so, or should the two (2) arbitrators selected by the Parties not be able to agree

upon the choice of a third, the appointment(s) will be left to the AIDA Reinsurance and Insurance Arbitration Society – US umpire selection process. The arbitrators will decide by a majority of votes and their decision will be final and binding upon the Parties and judgment thereon may be entered in any court of competent jurisdiction. The arbitrators will make their decision within forty-five (45) calendar days of the close of the arbitration proceedings. The costs of arbitration, including the fee of the third arbitrator, will be shared equally by the Parties unless the arbitrators decide otherwise. Any Party-appointed arbitrator or counsel fees incurred by a Party in the conduct of arbitration will be paid by the Party incurring the fees.

(ii) The language of the arbitration shall be English. The place of arbitration shall be, and the award shall be rendered in, the State of New York. Notwithstanding the foregoing, the arbitration may be conducted virtually upon mutual agreement of the Parties.

(iii) The Tribunal may not award punitive damages.

(iv) By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings otherwise permitted to be sought hereunder. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the Tribunal shall have full authority to grant provisional remedies and to direct the Parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any Party to respect the Tribunal's orders to that effect. For purposes of any judicial action pursuant to this clause: (w) each of the Parties irrevocably and unconditionally agrees and consents that any such judicial action shall be brought exclusively in the courts of the State of New York and the federal courts of the United States of America located in New York; (x) the Ceding Company and the Reinsurer waive, to the fullest extent they may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens or any right of objection to jurisdiction on account of their place of incorporation or domicile, which they may now or hereafter have to the bringing of any such action or proceeding in any New York court; (y) the Ceding Company and the Reinsurer irrevocably consents to service of process in the manner provided for notices in Section 11.1 or in any other manner permitted by Applicable Law; and (z) THE CEDING COMPANY AND THE REINSURER WAIVE, TO THE GREATEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY.

(c) Terms of Arbitration.

(i) The Tribunal need not follow strict rules of evidence; provided that each Party shall, except for good cause shown, be afforded the right of cross-examination and redirect examination of any witness of the other Party, in the manner provided by the Tribunal.

(ii) The Tribunal shall make its decision based upon this Agreement, including the laws of the State of Maine as provided in Section 11.4, and giving due regard to the customs and practices of the insurance and reinsurance industries.

(iii) The Parties agree that the arbitration will be confidential, and thus, neither they nor their attorneys, advisors, agents or employees acting on their behalf will issue a press release, hold a press conference, make affirmative statements to the media or otherwise disclose to a third party (other than disclosure to Affiliate(s) of a Party on a need-to-know basis and such Affiliate(s) is/are informed of the confidential nature of such information and is/are instructed to keep such information confidential) information made known and documents produced in the arbitration not otherwise in the public domain, evidence and materials created for the purpose of the arbitration and awards arising from the arbitration, except and to the extent that disclosure is required by Applicable Law or regulation, is required to protect or pursue a legal right or is required to enforce or challenge an award in legal proceedings before a court or other competent judicial authority.

(d) The Reinsurer hereby designates the Superintendent of the Maine Bureau of Insurance as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Ceding Company. A copy of any such process shall be delivered to the Reinsurer in accordance with Section 11.1. This Section 11.5 is not intended to conflict with or override Sections 3.6(f), 3.8(d), 3.8(e), 3.12(f) or 7.4(c).

Section 11.6. Third Party Beneficiaries.

(a) Subject to Section 11.6(b), the Parties hereby acknowledge that the Retrocession Agreement is in effect and agree that the Retrocessionaire is a third-party beneficiary to this Agreement solely with respect to the rights of the Reinsurer to the extent relating to the Retrocessionaire's rights and obligations with respect to the Reinsured Policies and its rights and obligations under the Retrocession Agreement (including without limitation, the Retrocessionaire Provisions) and, in its capacity as a third-party beneficiary, may exercise such rights of the Reinsurer under the Retrocessionaire Provisions, unless and until there is a recapture or termination of the Retrocession Agreement and the Retrocessionaire has received its Terminal Settlement, as applicable. Notwithstanding anything herein to the contrary, the Retrocessionaire is not a third party beneficiary of the rights of the Reinsurer under the Reinsurer Provisions. Except upon the occurrence of a recapture or termination of the Retrocession Agreement and the Retrocessionaire's receipt of all terminal payments due thereunder, (i) the Reinsurer covenants to the Retrocessionaire (A) not to initiate or voluntarily consent to the termination of this Agreement or modify, amend, supplement, replace or restate, or waive any rights under this Agreement in a manner that is or would reasonably be expected to be adverse in any respect to the rights and obligations relevant to the Retrocessionaire, without the prior written consent of the Retrocessionaire (not to be unreasonably withheld, conditioned or delayed), and (B) to provide written notification of any changes or amendments to this Agreement as soon as practicable but, in any event, not later than fifteen (15) days prior to the date such changes are to take effect and (ii) the Ceding Company agrees not to amend this Agreement in a manner that is or would reasonably be expected to adversely affect Retrocessionaire in any non-de-minimis respect without the prior written consent of Retrocessionaire (not to be unreasonably withheld, conditioned or delayed). The Reinsurer and the Retrocessionaire agree that, with respect to any rights to enforce or compel performance of obligations or pursue remedies that are shared by them under this Agreement, they will cooperate in good faith in the exercise of such rights.

(b) As an express condition to being named as a third party beneficiary pursuant to Section 11.6(a) of this Agreement, the Retrocessionaire agrees that the Retrocessionaire shall (i) be bound by, comply with and satisfy, the conditions and obligations in the Retrocessionaire Provisions and the other provisions of this Agreement relating to its enforcement of rights as a third party beneficiary to the rights of the Reinsurer, including the conditions and obligations under Section 11.10 (Confidential Information; Data Security) as if the Retrocessionaire were a party to this Agreement for such purposes and (ii) shall indemnify and hold the Ceding Company and the Reinsurer harmless in accordance with Section 8.3. The Reinsurer and the Ceding Company shall have no obligation pursuant to (or liability arising out of) this Section 11.6(b).

(c) Other than as set forth in this Section 11.6, nothing expressed or implied in this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities upon any Person other than the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns and any indemnified parties as set forth in Article VIII.

Section 11.7. Expenses. Except as otherwise provided herein or in the other Transaction Agreements, the Parties hereto shall each bear their respective expenses incurred in connection with the negotiation, preparation, execution, and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of counsel, actuaries and other Representatives.

Section 11.8. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all, of the Parties hereto. Each counterpart may be delivered by facsimile or electronic mail transmission, which transmission shall be deemed delivery of an originally executed document.

Section 11.9. Severability. Any term or provision of this Agreement that is determined by a court of competent jurisdiction to be inoperative or unenforceable for any reason shall be ineffective solely to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

Section 11.10. Confidential Information; Data Security.

(a) Confidential Information. Each of the Ceding Company, the Reinsurer and the Retrocessionaire (each, the "Receiving Party") hereby covenants and agrees that from and following the Closing, the Receiving Party will not disclose, give, sell, use or divulge any Confidential Information of the other (the "Disclosing Party") for any purpose other than to perform its obligations under this Agreement, except that each Receiving Party may disclose such Confidential Information or portions thereof (i) if legally compelled to do so, (ii) to the extent reasonably necessary for the performance of such Receiving Party's obligations under the Transaction Agreements, (iii) to the extent reasonably necessary for the enforcement of the rights of such Receiving Party under this Agreement or the other Transaction Agreements, (iv) to those of such Receiving Party's Representatives, Affiliates, Reinsurer Investors (in the case of the

Reinsurer) or Third Parties who need to know such information for the foregoing purposes, (v) as required under any Applicable Law or by any Governmental Authority, (vi) as might be reasonably necessary for Tax or financial reporting purposes or during the course of external audits, (vii) to its retrocessionaires or hedge or other risk mitigation counterparties in connection with its retrocession or hedging of any portion of the risks ceded hereunder, so long as any such retrocessionaires or hedge counterparties are bound by confidentiality obligations in respect thereof that are substantially similar to those contained herein, (viii) to third parties as part of an aggregated data set or study so long as Confidential Information or portions thereof cannot be identified as relating to the Ceding Company in such aggregated data set or study, (ix) with respect to disclosures to the Retrocessionaire or the Reinsurer (as applicable), as necessary for the Retrocessionaire's or Reinsurer's (as applicable) on-going valuation of the Reinsured Policies and other similar services with respect to the Reinsured Policies or (x) to which the Disclosing Party gives its prior written consent. To the extent legally permissible, if the Receiving Party or its Representatives, Affiliates or Third Parties receives a subpoena, regulatory request or court order in respect of such disclosure, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other remedy or waive compliance with this Section 11.10. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with this Section 11.10, the Receiving Party or its Representatives, Affiliates or Third Parties, as applicable, shall furnish only that portion of Confidential Information which is legally required to be provided and exercise its commercially reasonable efforts to obtain assurances that appropriate confidential treatment will be accorded Confidential Information at the cost of the Disclosing Party. Each Receiving Party shall be responsible for any breach of the obligations regarding Confidential Information by its Representatives, Affiliates or Third Parties that receive or have access to Confidential Information.

(b) Personal Information.

(i) The Ceding Company shall provide Personal Information to the Retrocessionaire, its Representatives or its Affiliates as reasonably requested by the Retrocessionaire solely for purposes of (A) enforcing the Retrocessionaire's rights or performing its obligations under this Agreement or any other Transaction Agreement, (B) experience studies or (C) monitoring business, and the Retrocessionaire will not use (in aggregated form or otherwise) such Personal Information to develop any commercial products. The Ceding Company shall use commercially reasonable efforts to send Personal Information of any identified or identifiable natural living person (including any policyholder, insured or claimant) directly to MARC and not to the Retrocessionaire and to only send anonymized data to the Retrocessionaire unless otherwise agreed by the Retrocessionaire. The Ceding Company shall not provide or otherwise disclose any Personal Information to the Reinsurer, its Representatives or its Affiliates unless specifically requested by the Reinsurer, in which case the Ceding Company shall provide such requested Personal Information to the Reinsurer on the same terms and conditions as such information may be provided to the Retrocessionaire under this Section 11.10(b). In the event of any disclosure of Personal Information to the Reinsurer, the Reinsurer agrees that such Personal Information will be kept strictly confidential by it, processed and maintained in accordance with Applicable Privacy Laws, and that it will only be used (i) as

contemplated in this Agreement or the other Transaction Agreements, (ii) for experience studies or (iii) such other purposes as are reasonably necessary for the Reinsurer to perform its obligations and administer its business in connection with this Agreement to the extent consistent with Applicable Privacy Laws. Subject to the foregoing, the Reinsurer may only disclose such Personal Information related to the Reinsured Policies to those third-party contractors, vendors, administrators, retrocessionaires, subcontractors, or service providers ("Third Parties"), Representatives and Affiliates with a need to access or use Personal Information for the purposes specified above if such Third Parties, Representatives and Affiliates have agreed in writing to be bound by an agreement that includes obligations of confidentiality and limited use similar to those set forth in this Section 11.10 (or in the case of employees of the Reinsurer and its Affiliates, are bound by similar confidentiality and limited use obligations). The Reinsurer shall be responsible for any breach of the obligations in this Section 11.10(b) by its Third Parties, Representatives or Affiliates with respect to Personal Information disclosed to them by the Reinsurer or at the Reinsurer's direction. For the avoidance of doubt, the Reinsurer shall not be responsible for any breach of the obligations in this Section 11.10(b) by the Retrocessionaire, including its Affiliates, Representatives and any other Persons to whom the Retrocessionaire provides Personal Information.

(ii) To the extent the Retrocessionaire specifically requests any Personal Information to be delivered to the Retrocessionaire hereunder, if any, the Retrocessionaire may designate a Third Party or Representative as recipient of such Personal Information. The Ceding Company shall deliver such Personal Information directly to the Retrocessionaire, or its Third Party or Representative designee recipient, as the case may be, and no such Personal Information shall be delivered to the Reinsurer, its Representatives or Affiliates on behalf of the Retrocessionaire, directly or indirectly.

(iii) Subject to retention requirements under Applicable Law or the Reinsurer's record retention policies (as applicable), upon the termination of all liabilities related to this Agreement, the Reinsurer will, at its own cost, take commercially reasonable steps to promptly destroy any and all Personal Information received in connection with this Agreement, if any, that remains in its possession or control and shall promptly instruct its Representatives, Affiliates, and Third Parties to do the same. Notwithstanding the foregoing, the Reinsurer and its Representatives, Affiliates and Third Parties will not be obligated to destroy any electronic copies of such Personal Information stored for back-up or archival purposes maintained in the ordinary course of business by the Reinsurer and its Representatives, Affiliates and Third Parties or for purposes of their internal record retention and legal compliance policies and procedures; provided that such Person shall not restore any such back-up or archived copies for the purpose of accessing or using such Personal Information. The confidentiality and privacy obligations of the Reinsurer under this Section 11.10 will continue to apply to any such Personal Information not returned or destroyed for so long as it is retained by the Reinsurer or its Representatives, Affiliates or Third Parties, as applicable.

(iv) The Reinsurer shall not "sell" or "share" any such Personal Information (as those terms are defined by Applicable Privacy Laws).

(c) Information Security.

(i) The Reinsurer has and will continue to have in place commercially reasonable administrative, technical and physical safeguards, consistent with Applicable Laws, that (i) meet or exceed generally accepted industry standards for businesses of similar size in the insurance and reinsurance industry, (ii) are designed to protect the security, integrity, availability and confidentiality of Confidential Information and Personal Information related to the Reinsured Policies and (iii) are designed to protect against the unauthorized or unlawful access or disclosure or damage or use of such Confidential Information and Personal Information.

(ii) The Ceding Company agrees to obtain such consents as may be required under Applicable Privacy Laws for the Reinsurer, the Retrocessionaire or their designees, as applicable, to collect, use, disclose and retain Personal Information in accordance with the terms of this Agreement, in each case, prior to such Party's use, disclosure or retention. The Parties will cooperate with one another in the handling of any requests to access, amend or correct any Personal Information related to the Reinsured Policies or any complaints regarding the handling of such Personal Information and will provide such assistance to the other as may be reasonably required in connection with the resolution of such complaints and requests at each Party's own expense.

(iii) Except as prohibited by Applicable Law, each of the Ceding Company and the Reinsurer shall promptly notify the other Party upon receipt of any notice, complaint or other communication from a Governmental Authority regarding an alleged violation of Applicable Privacy Laws in connection with the processing of any Personal Information related to the Reinsured Policies. If any Party receives a subpoena, regulatory request or court order seeking disclosure of any such Personal Information in its possession, custody or control, then the receiving Party shall provide the other Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other remedy or waive compliance with this Section 11.10. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with this Section 11.10, the receiving Party shall furnish only that portion of such Personal Information that is legally required to be provided and exercise its commercially reasonable efforts to obtain assurances that appropriate confidential treatment will be accorded such Personal Information.

(iv) The Reinsurer shall notify the Ceding Company of any Security Incident as soon as reasonably possible (which shall, for any Security Incident for which notice is required to be provided to any Governmental Authority, be within 48 hours (or such shorter period as is expressly required by Applicable Law or a Governmental Authority) of when the Reinsurer determines a Security Incident has occurred), which notification shall include the following information, to the best of the Reinsurer's knowledge at the time of the notification: (i) the nature of the unauthorized disclosure or use; (ii) any such Personal Information disclosed or used; (iii) how the Reinsurer has or will remediate and respond to the Security Incident; and (iv) such other information as the Ceding Company may reasonably request; provided, that, in the case of a Security Incident of a Representative of the Reinsurer, the Reinsurer's obligation under this Section 11.10(c)(iv) to notify the

Ceding Company shall run from the time that the Reinsurer has actual knowledge of such Representative's Security Incident. The Parties shall cooperate in every reasonable way to investigate and respond to a Security Incident. For the avoidance of doubt, the Reinsurer shall not be responsible for any Security Incident that occurs at the Retrocessionaire (including, but not limited to, providing notice to the Ceding Company).

(d) The Parties agree that irreparable damage may occur and that the Parties may not have any adequate remedy at law in the event that any provision of this Section 11.10 were not performed in accordance with its specific terms or were otherwise breached and that money damages or other legal remedies may not be an adequate remedy for any such failure to perform or breach. It is accordingly agreed that, without posting bond or other undertaking, the Parties shall be entitled to seek injunctive or other equitable relief to prevent breaches of this Section 11.10 and to enforce specifically the terms and provisions of this Section 11.10 in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. The Parties further agree that (i) by seeking any remedy provided for in this Section 11.10, a Party shall not in any respect waive its right to seek any other form of relief that may be available to such Party under this Agreement and (ii) nothing contained in this Section 11.10(d) shall require any Party to institute any action for (or limit such Party's right to institute any action for) specific performance under this Section 11.10(d) before exercising any other right under this Agreement.

Section 11.11. Assignment. Unless otherwise provided herein, neither this Agreement nor any right or obligation hereunder may be assigned by any Party or the Retrocessionaire (in whole or in part) by operation of law, including through a division statute, or otherwise, without the prior written consent of the other Party or the Parties hereto, as applicable, which shall not be unreasonably withheld conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned by the Ceding Company to any of its Affiliates through a statutory merger without the prior consent of any other Party, but with prior notice to the other Parties. Subject to the preceding sentences, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives. The Retrocessionaire shall (i) in the event of a valid assignment by the Retrocessionaire of the Retrocession Agreement (and the Retrocessionaire's rights and obligations thereunder) in accordance with, and to the extent permitted by, Section 8.10 of the Retrocession Agreement, assign its rights under this Agreement to such assignee, without the need for the consent of the Ceding Company and the Reinsurer but subject to providing the Ceding Company and the Reinsurer with thirty (30) calendar days' prior written notice and (ii) promptly, upon receipt of written request from the Ceding Company as reasonably necessary to accommodate a Retrocession Replacement Arrangement in accordance with Schedule I, assign its rights under this Agreement to any Affiliate to whom the Retrocessionaire has novated the Retrocession Agreement pursuant to the terms of the Retrocession Agreement; provided, that, in each case of clause (i) and (ii), (A) such assignment will not cause any increase in cost to the Ceding Company or the Reinsurer or have an adverse regulatory impact on the Ceding Company or the Reinsurer and (B) such Affiliate has a credit rating no worse than the Retrocessionaire's as of the time of such assignment. Any attempted or purported assignment in violation of this Section 11.11 shall be null and void.

Section 11.12. Further Assurances. Following the Closing Date, each of the Parties shall cooperate and consult with each other in order to accomplish the objectives of this Agreement and the other Transaction Agreements and to keep the other Party informed of material

developments with respect to their respective long-term care and individual disability income businesses.

Section 11.13. Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Preamble, Recitals, Article, Section, paragraph, Schedule and Exhibit are references to the Preamble, Recitals, Articles, Sections, paragraphs, Schedules and Exhibits to this Agreement unless otherwise specified; (c) references to "$" shall mean U.S. dollars; (d) the word "including" and words of similar import shall mean "including without limitation," unless otherwise specified; (e) the word "or" shall not be exclusive; (f) the words "herein," "hereof," "hereunder" or "hereby" and similar terms are to be deemed to refer to this Agreement as a whole and not to any specific Section; (g) the headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (h) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted; (i) if a word or phrase is defined, the other grammatical forms of such word or phrase have a corresponding meaning; (j) references to any statute, listing rule, rule, standard, regulation or other law include a reference to (i) the corresponding rules and regulations and (ii) each of them as amended, modified, supplemented, consolidated, replaced or rewritten from time to time; and (k) references to any Person include such Person's predecessors or successors, whether by merger, consolidation, amalgamation, reorganization or otherwise.

Section 11.14. Incontestability. In consideration of the mutual covenants and agreements contained herein, each Party agrees that this Agreement, and each and every provision hereof, is and shall be enforceable by and between them according to its terms, and each Party does hereby agree that it shall not contest the validity or enforceability hereof.

Section 11.15. Negotiated Agreement. This Agreement has been negotiated by the Parties and the fact that the initial and final draft will have been prepared by either Party or an intermediary will not give rise to any presumption for or against any Party to this Agreement or be used in any respect or forum in the construction or interpretation of this Agreement or any of its provisions.

Section 11.16. Announcements. Except as required by Applicable Law or applicable securities exchange rules (in which case the Party, its Affiliates or Reinsurer Investors, if applicable, required to publish such press release or public announcement shall allow the other Parties a reasonable opportunity to comment on such press release or public announcement in advance of such publication and consider such comments in good faith), the content and timing of public announcements by any Party, its Affiliates or Reinsurer Investors concerning the transactions contemplated by this Agreement must be approved in advance by the Parties, but such approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, (a) each Party, its Affiliates and the Reinsurer Investors may, without the prior approval or review of any other Party, issue any such press release or public announcement (i) to the extent such press release or public announcement is materially consistent with and does not contain any information about the Reinsured Policies or the transactions contemplated by the Transaction Agreements not disclosed in any previous press release or public announcement made in

compliance with this Section 11.16 or (ii) in connection with enforcing its rights and remedies under this Agreement and (b) the Ceding Company and its Affiliates may, without the prior approval or review of any other Party, make public statements in the ordinary course (including as part of investor presentations) regarding the performance, financial or otherwise, of the Reinsured Policies.

Section 11.17. Sanctions.

(a) Notwithstanding any other provision in this Agreement, no party shall be deemed to provide cover and no party shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that party to any Sanctions (including, for the avoidance of doubt, non-U.S. Sanctions). In the event that a party becomes aware that the provision of cover, payment of a claim or provision of a benefit hereunder would expose another party hereto to any Sanctions (including, for the avoidance of doubt, non-U.S. Sanctions), (i) such first party shall promptly notify the other parties and (ii) any applicable Reinsured Policy will be deemed to not have been a Reinsured Policy for any purpose hereunder from the Effective Date.

(b) The Ceding Company shall maintain policies and procedures reasonably designed to ensure compliance by it and, to the extent relating to the Reinsured Policies, its Representatives with Anti-Money Laundering Laws and Sanctions, in each case, applicable to the Ceding Company. None of the Ceding Company or its Representatives that will act in any capacity in connection with the transactions contemplated by this Agreement is a Sanctioned Person. No use of proceeds or other transaction contemplated by this Agreement will violate Anti-Money Laundering Laws or applicable Sanctions.

(c) The Ceding Company will perform regular U.S. Sanctions screening on all policyholders, covered persons, beneficiaries and other third parties and service providers associated with this Agreement or the business reinsured hereunder in accordance with Applicable Law and best practices, including, at least, screening policyholders and beneficiaries (including the ultimate natural person owners of any non-natural persons) against applicable lists of Sanctioned Persons; provided, that the Reinsurer may, from time to time, request screening against Sanctioned Person lists for other jurisdictions applicable to the Ceding Company or the Reinsurer in addition to those lists included in the definition of "Sanctioned Person" and the Ceding Company shall consider such request in good faith. The Ceding Company shall ensure that such U.S. Sanctions screening uses matching logic algorithms to enhance screening results, and that such screening occurs upon the receipt of Ceded Premiums by the Reinsurer and prior to the payments of policy benefits in respect of the Reinsured Policies and, thereafter, at least once every six (6) months. The Parties agree that Schedule 11.17 shall govern with respect to non-U.S. Sanctions.

(d) On an annual basis, the Ceding Company shall prepare and deliver a certification to the Reinsurer in respect of compliance with the requirements of this Section 11.17 applicable to the Ceding Company. The Reinsurer may review and audit the Ceding Company's compliance with the requirements of this Section 11.17 at reasonable times and upon reasonable prior notice (with such audits not limited to any frequency of inspection limitations set forth elsewhere herein), and the Ceding Company shall provide, upon the request of the Reinsurer, any supporting detail

and other information reasonably requested by the Reinsurer in respect of any such certification, including any relevant policies and procedures.

[The rest of this page intentionally left blank.].

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the day and year first above written.

**UNUM LIFE INSURANCE COMPANY OF AMERICA**

By: /s/ Steven A. Zabel
Name: Steven A. Zabel
Title: Executive Vice President, Finance

**FORTITUDE REINSURANCE COMPANY LTD.**

By: /s/ Alon Neches
Name: Alon Neches
Title: President & CEO

By: /s/ Jeffrey S. Burman
Name: Jeffrey S. Burman
Title: EVP, General Counsel & Secretary

Solely with respect to Sections 5.3, 8.2, 8.3, 8.4, 8.5, 9.2, 10.2, 11.1, 11.4, 11.6, 11.8, 11.9, 11.10, 11.11, 11.13, 11.16 and 11.17 and any corresponding definitions, Exhibits and Schedules with respect to such provisions

**NEW REINSURANCE COMPANY LTD.**

By: /s/ Carston Schulz-Rinne
Name: Carsten Schulz-Rinne
Title: Head of Life

By: /s/ Nicolas Deschler
Name: Nicolas Deschler
Title: Lead Structurer

**Exhibit 10.1**

***Execution Version***

# THIRD AMENDED AND RESTATED CREDIT AGREEMENT

among

UNUM GROUP,
UNUM LIFE INSURANCE COMPANY OF AMERICA,
PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, and
COLONIAL LIFE & ACCIDENT INSURANCE COMPANY
as Borrowers,

THE LENDERS NAMED HEREIN,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent, L/C Agent, a Fronting Bank and Swingline Lender

BANK OF AMERICA, N.A.,
and
JPMORGAN CHASE BANK, N.A.,
as Co-Syndication Agents

and

BARCLAYS BANK PLC,
GOLDMAN SACHS BANK USA,
PNC BANK, NATIONAL ASSOCIATION,
THE BANK OF NEW YORK MELLON,
TRUIST BANK,
and
U.S. BANK NATIONAL ASSOCIATION
as Co-Documentation Agents,

$500,000,000 Revolving Credit Facility

WELLS FARGO SECURITIES, LLC,
BOFA SECURITIES, INC.
and
JPMORGAN CHASE BANK, N.A.
as Joint Lead Arrangers and Joint Bookrunners

Dated as of April 29, 2025

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# THIRD AMENDED AND RESTATED CREDIT AGREEMENT

**THIS THIRD AMENDED AND RESTATED CREDIT AGREEMENT**, dated as of the 29th day of April, 2025, is made among **UNUM GROUP**, a Delaware corporation (the "Company"), **UNUM LIFE INSURANCE COMPANY OF AMERICA**, a Maine corporation, **PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY**, a Tennessee corporation, and **COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**, a South Carolina corporation (collectively with the Company and any Additional Borrowers, the "Borrowers" and each, a "Borrower"), the Lenders (as hereinafter defined), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent, L/C Agent, a Fronting Bank and Swingline Lender.

## BACKGROUND STATEMENT

The Borrowers, the Administrative Agent, L/C Agent, Fronting Bank, Swingline Lender and the Lenders are each party to that certain Second Amended and Restated Credit Agreement, dated as of April 15, 2022 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), providing for a $500,000,000 revolving credit facility for the Borrowers. The Borrowers desire that the Existing Credit Agreement be amended and restated in its entirety in order to, among other things, extend the maturity thereof. The Administrative Agent, L/C Agent, Fronting Bank, Swingline Lender and the Lenders have agreed to amend and restate the Existing Credit Agreement, on the terms and conditions set forth in this Agreement. This Agreement constitutes a continuation, and not a novation, of the Existing Credit Agreement as amended and restated hereby.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual provisions, covenants and agreements herein contained, the parties hereto hereby agree as follows:

## ARTICLE I

## DEFINITIONS

1.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined elsewhere herein, the following terms have the meanings set forth below (such meanings to be equally applicable to the singular and plural forms thereof):

"Account Designation Letter" means a letter in the form of Exhibit I attached hereto, from the applicable Borrower to the Administrative Agent, duly completed and signed by an Authorized Officer of the applicable Borrower and in form and substance reasonably satisfactory to the Administrative Agent, listing any one or more accounts to which such Borrower may from time to time request the Administrative Agent to forward the proceeds of any Loans made hereunder.

"Additional Borrower" has the meaning assigned thereto in **Section 2.24**.

"Additional Borrower Joinder Agreement" has the meaning assigned thereto in **Section 2.24**.

"Additional Commitment Lender" has the meaning assigned thereto in **Section 2.23(a)(iii)**.

"Additional Lender" has the meaning given to such term in **Section 2.21(a).**

"Adjusted Base Rate" means, at any time with respect to any Base Rate Loan, a rate per annum equal to the Base Rate as in effect at such time plus the Applicable Percentage for Base Rate Loans in effect at such time.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"Administrative Agent" means Wells Fargo, in its capacity as administrative agent appointed under **Section 9.1**, or any successor administrative agent.

"Administrative Questionnaire" means an administrative questionnaire in a form supplied by the Administrative Agent to each Lender.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. Notwithstanding the foregoing, neither the Administrative Agent, the Issuing Banks nor any Lender shall be deemed an "Affiliate" of any Borrower.

"Agent Parties" has the meaning given to such term in **Section 10.4(c)**.

"Aggregate Credit Exposure" means, at any time, the sum of (i) the aggregate principal amount of Revolving Loans outstanding at such time, (ii) the aggregate Letter of Credit Exposure of all Lenders at such time and (iii) the aggregate principal amount of Swingline Loans outstanding at such time.

"Agreement" means this Third Amended and Restated Credit Agreement.

"Agreement Currency" has the meaning given to such term in **Section 10.14**.

"Annual Statement" means, with respect to any Insurance Subsidiary, the annual financial statements of such Person as required to be filed with any Insurance Regulatory Authority of competent jurisdiction, prepared in conformity with SAP and in accordance with the laws of such jurisdiction, together with all exhibits, schedules, certificates and actuarial opinions required to be filed or delivered therewith.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Company and its Subsidiaries (including the Securitization Subsidiary and its Wholly Owned Subsidiaries) concerning or relating to money laundering, bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder and the U.K. Bribery Act 2010 and the rules and regulations thereunder.

"Anti-Money Laundering Laws" means any and all laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules applicable to the Company or its Subsidiaries (including the Securitization Subsidiary and its Wholly Owned Subsidiaries) related to terrorism financing or money laundering, including any applicable provision of the PATRIOT Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

"Applicable Percentage" means, from time to time, the following percentages per annum, based on the Debt Rating as set forth below:

| Pricing Level | Debt Rating (S&P / Moody's) | Commitment Fee | Letter of Credit Fee | SOFR Loans | Base Rate Loans |
|---|---|---|---|---|---|
| I | A-/A3 and above | 0.100% | 1.000% | 1.125% | 0.125% |
| II | BBB+/Baa1 | 0.125% | 1.125% | 1.250% | 0.250% |
| III | BBB/Baa2 | 0.150% | 1.250% | 1.375% | 0.375% |
| IV | BBB-/Baa3 | 0.200% | 1.375% | 1.625% | 0.625% |
| V | BB+/Ba1 and below | 0.250% | 1.625% | 1.875% | 0.875% |

"Approved Fund" means any Fund that is administered or managed by (i) a Lender, (ii) an Affiliate of a Lender, or (iii) a Person (or an Affiliate of a Person) that administers or manages a Lender.

"Arrangers" means Wells Fargo Securities, LLC, BofA Securities, Inc. and JPMorgan Chase Bank, N.A.

"Assignment and Assumption" means an Assignment and Assumption entered into by a Lender and an Eligible Assignee (with the consent of any Person whose consent is required by **Section 10.6(b)**), and accepted by the Administrative Agent, in substantially the form of **Exhibit D** or any other form approved by the Administrative Agent.

"Authorized Officer" means, with respect to any action specified herein to be taken by or on behalf of a Borrower, the chief executive officer, chief financial officer, treasurer or any other officer of such Borrower duly authorized by resolution of its board of directors or other governing body to take such action on its behalf, and whose signature and incumbency shall have been certified to the Administrative Agent by the secretary or an assistant secretary of such Borrower.

"Availability Period" means the period from and including the Closing Date to but excluding the Commitment Termination Date.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to **Section 2.17(f)(iv)**.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment

firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Code" means 11 U.S.C. §§ 101 et seq., and all regulations from time to time promulgated thereunder.

"Bankruptcy Event" means the occurrence of an Event of Default pursuant to **Section 8.1(f)** or **Section 8.1(g)**.

"Base Rate" means, at any time, the highest of (i) the per annum interest rate publicly announced from time to time by Wells Fargo to be its prime commercial lending rate (which may not necessarily be its lowest or best lending rate), as adjusted to conform to changes as of the opening of business on the date of any such change in such prime rate, (ii) the Federal Funds Rate plus 0.5% per annum, as adjusted to conform to changes as of the opening of business on the date of any such change in the Federal Funds Rate, and (iii) Adjusted Term SOFR for a one-month tenor in effect on such day plus 1%; each change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the prime rate (as determined pursuant to clause (i)), the Federal Funds Rate or Adjusted Term SOFR, as applicable (provided that clause (iii) shall not be applicable during any period in which Adjusted Term SOFR is unavailable or unascertainable). Notwithstanding the foregoing, in no event shall the Base Rate be less than 1.0%.

"Base Rate Loan" means, at any time, any Loan that bears interest at such time at the applicable Adjusted Base Rate.

"Base Rate Term SOFR Determination Day" has the meaning assigned thereto in the definition of "Term SOFR".

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to **Section 2.17(f)(i)**.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Company giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment, if any; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, if any, or method for calculating or determining such spread adjustment, if any (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Company giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with **Section 2.17(f)(i)** and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with **Section 2.17(f)(i)**.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 CFR § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" has the meaning given to such term in **Section 10.19(b).**

"Borrower" or "Borrowers" has the meaning given to such term in the introductory paragraph hereof.

"Borrower Materials" has the meaning given to such term in **Section 5.1(d)**.

"Borrowing" means the incurrence by a Borrower (including as a result of conversions and continuations of outstanding Loans pursuant to **Section 2.12**) on a single date of a group of Loans pursuant to **Section 2.2** of a single Type (or a Swingline Loan made by the Swingline Lender) and, in the case of SOFR Loans, as to which a single Interest Period is in effect.

"Borrowing Date" means, with respect to any Borrowing, the date upon which such Borrowing is made.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Capital Lease" means, with respect to any Person, any lease of property (whether real, personal or mixed) by such Person as lessee that is or is required to be, in accordance with GAAP, recorded as a finance lease on such Person's balance sheet.

"Capital Lease Obligations" means, with respect to any Person, the obligations of such Person to pay rent or other amounts under any Capital Lease of such Person, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Collateral Account" has the meaning given to such term in **Section 2.5(f)**.

"Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Issuing Banks and the Lenders, as collateral for the Letter of Credit Exposure or obligations of Lenders to fund participations in respect of Letter of Credit Exposure, cash or deposit account balances or, if the Administrative Agent, the applicable Borrowers and the applicable Issuing Banks shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent, each applicable Borrower and each applicable Issuing Bank. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"Cash Equivalents" means (i) securities issued or unconditionally guaranteed or insured by the United States or any agency or instrumentality thereof, backed by the full faith and credit of the United States and maturing within one year from the date of acquisition, (ii) commercial paper issued by any Person organized under the laws of the United States, maturing within 180 days from the date of acquisition and, at the time of acquisition, having a rating of at least A-1 or the equivalent thereof by S&P or at least P-1 or the equivalent thereof by Moody's, (iii) time deposits and certificates of deposit maturing within 270 days from the date of issuance and issued by a bank or trust company organized under the laws of the United States or any state thereof (y) that has combined capital and surplus of at least $500,000,000 or (z) that has (or is a subsidiary of a bank holding company that has) a long-term unsecured debt rating of at least A or the equivalent thereof by S&P or at least A2 or the equivalent thereof by Moody's, (iv) repurchase obligations with a term not exceeding 30 days with respect to underlying securities of the types described in clause (i) above entered into with any bank or trust company meeting the qualifications specified in clause (iii) above, (v) money market funds at least 95% of the assets of which are continuously invested in securities of the foregoing types and (vi) investments of a type substantially similar to the foregoing approved by the Administrative Agent.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (i) the adoption or taking effect of any law, rule, regulation or treaty, (ii) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (iii) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law, regardless of the date enacted, adopted or issued.

"Closing Date" has the meaning given to such term in **Section 3.1**.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitment" means, with respect to any Lender at any time, the commitment of such Lender to make Loans to the Borrowers, to Issue and/or participate in Letters of Credit, and to participate in Swingline Loans for the account of the Borrowers in an aggregate principal amount up to the amount set forth opposite such Lender's name on **Schedule 1.1(a)** under the caption "Commitment" or, if such Lender has entered into one or more Assignment and Assumptions, the amount set forth for such Lender at such time in the Register maintained by the Administrative Agent pursuant to **Section 10.6(c)** as such Lender's "Commitment," in either case, as such amount may be reduced or increased at or prior to such time pursuant to the terms hereof.

"Commitment Fee" has the meaning given to such term in **Section 2.10(a).**

"Commitment Increase" has the meaning given to such term in **Section 2.21(a).**

"Commitment Increase Date" has the meaning given to such term in **Section 2.21(c).**

"Commitment Termination Date" means April 29, 2030, as such date may be extended from time to time with respect to any Lender pursuant to **Section 2.23(a)** (or if such day is not a Business Day, the immediately preceding Business Day), or such earlier date of termination of the Commitments pursuant to **Section 2.6** or **Section 8.2**.

"Company" has the meaning given such term in the introductory paragraph hereof.

"Compliance Certificate" means a fully completed and duly executed certificate in the form of **Exhibit C**, together with a Covenant Compliance Worksheet.

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of **Section 2.19** and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

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

"Consolidated Indebtedness" means, at any time, the aggregate Indebtedness of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP; provided, however, that, for purposes of calculating the financial covenants set forth in **Article VI**, Consolidated Indebtedness shall not include (i) the obligation of the Company or any Insurance Subsidiary under letters of credit to the extent undrawn supporting the liability of the Company or such Insurance Subsidiary in respect of any Primary Policy or Reinsurance Agreement underwritten by such Subsidiary or supporting the obligations of any Subsidiary in its capacity as a reinsurer under any Reinsurance Agreement with respect to credit for reinsurance, (ii) the obligations of the Company or any of its Subsidiaries under any Hybrid Equity Securities, but solely to the extent assigned intermediate or high equity content by S&P and to the extent that the total book value of such Hybrid Equity Securities does not exceed 15% of Total Capitalization, (iii) Securitization Indebtedness, and (iv) the obligations of the Company or any Subsidiary (A) to purchase securities (or other property) which arise out of or in connection with the sale of the same or substantially similar securities (or other property) (including repurchase agreements and securities lending transactions constituting a borrowing of funds by the Company or any Subsidiary in the ordinary course of business for liquidity purposes) or (B) to return collateral consisting of securities arising out of or in connection with the loan by the Company or its Subsidiaries of securities owned or held by the Company or its Subsidiaries; and provided further that only the net termination obligations of the Company and any trust or other special purpose entity created by the Company under any Hedge Agreements shall be included as Consolidated Indebtedness. For the purpose of calculating Consolidated Indebtedness, Hybrid Equity Securities shall be treated in a manner consistent with S&P's treatment of such Hybrid Equity Securities as of the latest of (x) the date of such Hybrid Equity Securities' issuance, (y) the date of any amendment to such Hybrid Equity Securities that results in a change in such treatment by S&P or (z) the Closing Date.

"Consolidated Net Worth" means, at any time, the consolidated stockholders' equity of the Company and its Subsidiaries determined in accordance with GAAP and as reflected on the consolidated financial statements of the Company and its Subsidiaries excluding (i) any accumulated other comprehensive income balance according to FASB Accounting Standards Codification 220, (ii) all amounts in respect of any change in the fair value of embedded derivatives associated with funds withheld or modified coinsurance arrangements, (iii) any Disqualified Equity Interests, and (iv) the amount of the capital associated with the non-recourse debt of the Securitization Subsidiary owned, directly or indirectly, by the Company.

"Control" means, with respect to any Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlled" and "Controlling" have correlative meanings.

"Covenant Compliance Worksheet" means a fully completed worksheet in the form of **Attachment A** to **Exhibit C**.

"Covered Entity" has the meaning given to such term in **Section 10.19(b).**

"Covered Party" has the meaning assigned thereto in Section **10.19(a).**

"Credit Documents" means this Agreement, the Notes, the Letter of Credit Documents, the Fee Letter, each Additional Borrower Joinder Agreement and all other agreements, instruments, documents and certificates now or hereafter executed and delivered to the Administrative Agent or any Lender by or on behalf of any Borrower with respect to this Agreement.

"Credit Exposure" means, with respect to any Lender at any time, the sum of (i) the aggregate principal amount of all Loans made by such Lender that are outstanding at such time, (ii) such Lender's Swingline Exposure at such time and (iii) such Lender's Letter of Credit Exposure at such time.

"Credit Extension" means any of the following: (i) a Borrowing and (ii) the Issuance of any Letter of Credit.

"Debt Rating" means, with respect to the Company as of any date of determination, the rating as determined by S&P and Moody's (collectively, the "Debt Ratings") of the Company's non-credit-enhanced, senior unsecured long-term debt; provided that (i) if the respective Debt Ratings issued by the foregoing rating agencies differ by one Pricing Level (as referenced in the table set forth in the definition of "Applicable Percentage"), then the Pricing Level for the higher of such Debt Ratings shall apply (with the Debt Rating for Pricing Level I being the highest and the Debt Rating for Pricing Level V being the lowest); (ii) if there is a split in Debt Ratings of more than one Pricing Level, then the Pricing Level that is one level lower than the Pricing Level of the higher Debt Rating shall apply; (iii) if the Company has only one Debt Rating, the Pricing Level that is one level lower than that of such Debt Rating shall apply; and (iv) if the Company does not have any Debt Rating, Pricing Level V shall apply.

"Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, rehabilitation, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means any event or condition that, with the passage of time or giving of notice, or both, would constitute an Event of Default.

"Default Right" has the meaning given to such term in **Section 10.19(b).**

"Defaulting Lender" means, subject to **Section 2.22(b)**, any Lender that (i) has failed to (x) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrowers in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (y) pay to the Administrative Agent, the L/C Agent, any Issuing Bank, the Swingline Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of participations in Letters of Credit or Swingline Loans and funding obligations under Syndicated Letters of Credit) within two Business Days of the date when due, (ii) has notified the Borrowers, the Administrative Agent, any Issuing Bank or the Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (iii) has failed, within three Business Days after written request by the Administrative Agent or any Borrower, to confirm in writing to the Administrative Agent and such Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (iii) upon receipt of such written confirmation by the Administrative Agent and such Borrower), or (iv) has, or has a direct or indirect parent company that (x) has become the subject of a proceeding under any Debtor Relief Law, (y) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (z) has become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (i) through (iv) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to **Section 2.22(b)**) upon delivery of written notice of such determination to the Borrowers, the Fronting Bank, the Swingline Lender and each Lender.

"Disqualified Equity Interest" means, with respect to any Person, any Equity Interest of such Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event or otherwise, (i) matures or is mandatorily redeemable or subject to any mandatory repurchase requirement, pursuant to a sinking fund obligation or otherwise, (ii) is redeemable or subject to any mandatory repurchase requirement at the sole option of the holder thereof, or (iii) is convertible into or exchangeable for (whether at the option of the issuer or the holder thereof) (y) debt securities or (z) any Equity Interest referred to in clause (i) or (ii) above, in each case under clause (i), (ii) or (iii) above at any time on or prior to the first anniversary of the Final Maturity Date; provided, however, that only the portion of any Equity Interest that so matures or is mandatorily redeemable, is so redeemable at the option of the holder thereof, or is so convertible or exchangeable on or prior to such date shall be deemed to be a Disqualified Equity Interest.

"Dollars" or "$" means dollars of the United States.

"Domestic Insurance Subsidiary" means any Domestic Subsidiary that is also an Insurance Subsidiary.

"Domestic Subsidiary" means any Subsidiary of the Company that is organized under the laws of the United States, any state thereof or the District of Columbia.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Record" has the meaning assigned to that term in, and shall be interpreted in accordance with, 15 U.S.C. 7006.

"Electronic Signature" has the meaning assigned to that term in, and shall be interpreted in accordance with, 15 U.S.C. 7006.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under **Sections 10.6(b)(i)**, **(iii)**, **(v)** and **(vi)** (subject to such consents, if any, as may be required under **Section 10.6(b)(i)** and **(iii)**).

"Environmental Claim" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, allegations, notices of noncompliance or violation, investigations by a Governmental Authority, or proceedings (including, without limitation, administrative, regulatory and judicial proceedings) relating in any way to any Hazardous Substance, any actual or alleged violation of or liability under any Environmental Law or any permit issued, or any approval given, under any Environmental Law (collectively, "claims"), including, without limitation, (i) any and all claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from any Hazardous Substance or arising from alleged injury or threat of injury to human health or the environment; provided, however, with respect to any such claims, a Unum Party shall have either been served with legal process or otherwise shall have received written notice of such claims.

"Environmental Laws" means any and all federal, state and local laws, statutes, ordinances, rules, regulations, permits, licenses, approvals, rules of common law and orders of courts or Governmental Authorities, relating to the protection of human health, occupational safety with respect to exposure to Hazardous Substances, or the environment, now or hereafter in effect, including, without limitation, requirements pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of Hazardous Substances.

"Equity Interests" means, with respect to any Person, shares of capital stock of, or any partnership, membership, limited liability company, trust or other ownership or profit interests in, such Person, together with (i) warrants, options or other rights for the purchase or other acquisition from such Person of any of the foregoing, (ii) securities convertible into or exchangeable for any of the foregoing or warrants, options or other rights for the purchase or other acquisition from such Person of any such securities, and (iii) any other ownership or profit interests in such Person, in each case, whether voting or nonvoting, and whether or not any of the foregoing are authorized or otherwise existing on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and all rules and regulations from time to time promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any Unum Party, is treated as (i) a single employer under Section 414(b), (c), (m) or (o) of the Code or Section 4001(a)(14) of ERISA.

"ERISA Event" means any of the following: (i) a "reportable event" as defined in Section 4043(c) of ERISA with respect to a Plan or, if any Unum Party or any ERISA Affiliate has received notice, a Multiemployer Plan, for which the requirement to give notice has not been waived by the PBGC (provided, however, that a failure to meet the minimum funding standard of Section 412 of the Code shall be considered a "reportable event" regardless of the issuance of any waiver), (ii) the application by any Unum Party or any ERISA Affiliate for a funding waiver pursuant to Section 412 of the Code, (iii) the incurrence by any Unum Party or any ERISA Affiliate of any Withdrawal Liability, or the receipt by any Unum Party or any ERISA Affiliate of notice from a Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA or that it intends to terminate or has terminated under Section 4041A of ERISA, (iv) the distribution by any Unum Party or any ERISA Affiliate under Section 4041 or 4041A of ERISA of a notice of intent to terminate any Plan or the taking of any action to terminate any Plan, (v) the commencement of proceedings by the PBGC under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by any Unum Party or any ERISA Affiliate of a notice from any Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan, (vi) the institution of a proceeding by any fiduciary of any Multiemployer Plan against any Unum Party or any ERISA Affiliate to enforce Section 515 of ERISA, which proceeding is not dismissed within 30 days, (vii) the imposition upon any Unum Party or any ERISA Affiliate of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, or the imposition or threatened imposition of any Lien upon any assets of any Unum Party or any ERISA Affiliate as a result of any alleged failure to comply with the Code or ERISA with respect to any Plan, or (viii) the engaging in or otherwise becoming liable for a Prohibited Transaction by any Unum Party or any ERISA Affiliate.

"Erroneous Payment" has the meaning assigned thereto in **Section 9.12(a)**.

"Erroneous Payment Deficiency Assignment" has the meaning assigned thereto in **Section 9.12(d)**.

"Erroneous Payment Return Deficiency" has the meaning assigned thereto in **Section 9.12(d)**.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default" has the meaning given to such term in **Section 8.1**.

"Exchange Act" means the Securities Exchange Act of 1934, and all rules and regulations from time to time promulgated thereunder.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (x) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (y) that are Other Connection Taxes; (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (x) such Lender acquires such interest

in the Loan or Commitment (other than pursuant to an assignment request by the Company under **Section 2.20**) or (y) such Lender changes its Lending Office, except in each case to the extent that, pursuant to **Section 2.18**, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office; (iii) Taxes attributable to such Recipient's failure to comply with **Section 2.18(f)**; and (iv) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Commitment Termination Date" has the meaning assigned thereto in **Section 2.23(a)**.

"Existing Credit Agreement" has the meaning given to such term in the Background Statement.

"Existing Letters of Credit" means those letters of credit issued and outstanding under the Existing Credit Agreement as of the Closing Date and continued under this Agreement as Letters of Credit issued hereunder.

"Extension Date" has the meaning assigned thereto in **Section 2.23(a)**.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that if such rate is not so published for any day which is a Business Day, the Federal Funds Rate for such day shall be the average of the quotation for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by the Administrative Agent. Notwithstanding the foregoing, if the Federal Funds Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Fee Letter" means the fee letter dated as of April 16, 2025 between the Company, the Administrative Agent and Wells Fargo Securities, LLC with respect to fees payable in connection with this Agreement.

"Final Expiry Date" means the date when the Final Maturity Date has occurred, all Letters of Credit have expired with no pending drawings or terminated and all Obligations owing hereunder and in the other Credit Documents have been indefeasibly paid in full.

"Final Maturity Date" means the first anniversary of the Commitment Termination Date.

"Financial Condition Certificate" means a fully completed and duly executed certificate in the form of **Exhibit E**.

"Financial Officer" means, with respect to any Borrower, the chief executive officer, chief financial officer, chief investment officer or treasurer of such Borrower.

"fiscal quarter" means a fiscal quarter of the Company and its Subsidiaries.

"fiscal year" means a fiscal year of the Company and its Subsidiaries.

"Floor" means a rate of interest equal to 0%.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than the United States, each state thereof or the District of Columbia.

"FRB" means the Board of Governors of the Federal Reserve System.

"Fronting Bank" means any Lender (acting directly or through an Affiliate) that delivers an instrument in form and substance satisfactory to the Company and the Administrative Agent whereby such Lender (or its Affiliate) agrees, in its sole discretion, to act as a "Fronting Bank" hereunder for Participated Letters of Credit. Each reference herein to "Fronting Bank" shall refer to the applicable Fronting Bank, each Fronting Bank or the Fronting Banks, as the context may require.

"Fronting Exposure" means, at any time there is a Defaulting Lender, (i) with respect to the Fronting Bank, such Defaulting Lender's Letter of Credit Exposure with respect to Letters of Credit issued by the Fronting Bank other than such portion of such Defaulting Lender's Letter of Credit Exposure as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (ii) with respect to the Swingline Lender, such Defaulting Lender's Swingline Exposure with respect to outstanding Swingline Loans made by the Swingline Lender other than Swingline Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders in accordance with the terms hereof.

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

"Funding Agreement" means any funding agreement issued by the Company or any Subsidiary, provided that such funding agreement is eligible for treatment as a funding agreement, rather than borrowed money, pursuant to both GAAP and SAP.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time (subject to the provisions of **Section 1.2**).

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body (including any insurance regulatory authority), self-regulatory body, court, arbitrator, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means the Company, in its capacity as the Guarantor under **Article XI**.

"Guaranty" means the undertakings by the Company under **Article XI**.

"Guaranty Obligation" means, with respect to any Person, at the time of determination, any direct or indirect liability of such Person with respect to any Indebtedness, liability or other obligation (the "primary obligation") of another Person (the "primary obligor"), whether or not contingent, (i) to purchase, repurchase or otherwise acquire such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or provide funds (y) for the payment or discharge of any such primary obligation or (z) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet item, level of income or financial condition of the primary obligor (including, without limitation, keep well agreements, maintenance agreements, comfort letters or similar agreements or arrangements), (iii) to lease or purchase property, securities or services primarily for the purpose of assuring

the owner of any such primary obligation of the ability of the primary obligor in respect thereof to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss or failure or inability to perform in respect thereof; provided, however, that, with respect to the Company and its Subsidiaries, the term Guaranty Obligation shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guaranty Obligation of any guaranteeing Person hereunder shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guaranty Obligation is made and (b) the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guaranty Obligation, unless such primary obligation and the maximum amount for which such guaranteeing Person may be liable are not stated or determinable, in which case the amount of such Guaranty Obligation shall be such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such guaranteeing Person in good faith.

"Hazardous Substance" means any substance or material meeting any one or more of the following criteria: (i) it is or contains a substance designated as a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant or toxic substance under any Environmental Law, (ii) it is toxic, explosive, corrosive, ignitable, infectious, radioactive, mutagenic or otherwise hazardous to human health or the environment and is or becomes regulated by any Governmental Authority, (iii) its presence may require investigation or response under any Environmental Law, (iv) it constitutes a nuisance, trespass or health or safety hazard to Persons or neighboring properties, or (v) it is or contains, without limiting the foregoing, asbestos, polychlorinated biphenyls, urea formaldehyde foam insulation, petroleum hydrocarbons, petroleum derived substances or wastes, crude oil, nuclear fuel, natural gas or synthetic gas.

"Hedge Agreement" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, emission rights, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Historical Statutory Statements" has the meaning given to such term in **Section 4.12(b)**.

"Hybrid Equity Securities" shall mean any hybrid preferred securities consisting of trust preferred securities, deferrable interest subordinated debt securities, mandatory convertible debt or other hybrid securities that are shown on the consolidated financial statements of the Company as liabilities and (i) that are assigned intermediate or high equity content by S&P, and (ii) that, by its terms (or by the terms of any security into which it is convertible for or which it is exchangeable) or upon the happening of any event or otherwise, does not mature or is not mandatorily redeemable or is not subject to any mandatory repurchase requirement, at any time on or prior to the date which is six months after the Final Maturity Date.

"Increasing Lender" has the meaning given to such term in **Section 2.21(a).**

"Indebtedness" means, with respect to any Person, at the time of determination (without duplication), (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by notes, bonds, debentures or similar instruments, or upon which interest payments are customarily made, (iii) the

maximum stated or face amount of all surety bonds, letters of credit and bankers' acceptances issued or created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed), (iv) all obligations of such Person to pay the deferred purchase price of property or services (excluding trade payables incurred in the ordinary course of business), (v) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, (vi) all Capital Lease Obligations of such Person, (vii) all Disqualified Equity Interests issued by such Person, with the amount of Indebtedness represented by such Disqualified Equity Interests being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, (viii) the principal balance outstanding and owing by such Person under any synthetic lease, tax retention operating lease or similar off-balance sheet financing product, (ix) all Guaranty Obligations of such Person with respect to Indebtedness of another Person, (x) the net termination obligations of such Person under any Hedge Agreements, calculated as of any date as if such agreement or arrangement were terminated as of such date, and (xi) all indebtedness of the types referred to in clauses (i) through (x) above (A) of any partnership or unincorporated joint venture in which such Person is a general partner or joint venturer to the extent such Person is liable therefor or (B) secured by any Lien on any property or asset owned or held by such Person regardless of whether or not the indebtedness secured thereby shall have been incurred or assumed by such Person or is nonrecourse to the credit of such Person, the amount thereof being equal to the value of the property or assets subject to such Lien, provided that, Indebtedness shall not include payment or performance guaranties by any Unum Party of the obligations of any Insurance Subsidiary under Primary Policies, Reinsurance Agreements or Retrocession Agreements which are entered into in the ordinary course of business. For the avoidance of doubt, debt issued by a special purpose trust or other special purpose entity formed solely to hold Funding Agreements and to issue funding agreement backed debt shall not be deemed to be Indebtedness of the Company or any of its Subsidiaries for purposes of this Agreement if the obligations in connection with such debt are non-recourse with respect to the Company and its Subsidiaries (other than the Insurance Subsidiary that issued any such Funding Agreements to the extent of the obligations under such Funding Agreements).

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

"Indemnitee" has the meaning given to such term in **Section 10.1(b)**.

"Insurance Regulatory Authority" means, with respect to any Insurance Subsidiary or any Borrower, the insurance department or similar Governmental Authority charged with regulating insurance companies or insurance holding companies, in its jurisdiction of domicile and, to the extent that it has regulatory authority over such Insurance Subsidiary, in each other jurisdiction in which such Insurance Subsidiary conducts business or is licensed to conduct business.

"Insurance Subsidiary" means any Subsidiary of the Company the ability of which to pay dividends is regulated by an Insurance Regulatory Authority or that is otherwise required to be regulated thereby in accordance with the Requirements of Law of its jurisdiction of domicile.

"Interest Period" means, as to any SOFR Loan, the period commencing on the date such SOFR Loan is disbursed or converted to or continued as a SOFR Loan and ending on the numerically corresponding day in the calendar month that is one (1), three (3) or six (6) months thereafter, in each case as selected by the applicable Borrower in its Notice of Borrowing or Notice of Conversion/Continuation and subject to availability; provided that:

(a) the Interest Period shall commence on the date of advance of or conversion to any SOFR Loan and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the immediately preceding Interest Period expires;

(b) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided that if any Interest Period would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the immediately preceding Business Day;

(c) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month at the end of such Interest Period;

(d) no Interest Period shall extend beyond the Commitment Termination Date; and

(e) no tenor that has been removed from this definition pursuant to **Section 2.17(f)(iv)** shall be available for specification in any Notice of Borrowing or Notice of Conversion/Continuation.

"Invested Assets" means cash, Cash Equivalents, short term investments, investments held for sale and any other assets which are treated as investments under GAAP.

"Investment Company Act" means the Investment Company Act of 1940 (15 U.S.C. §80(a)(1), *et seq.*).

"IRS" means the United States Internal Revenue Service.

"ISP" means the International Standby Practices of the International Chamber of Commerce, as in effect from time to time.

"Issue" means, with respect to any Letter of Credit, to issue, to amend, to extend the expiry of, or to increase the Stated Amount of, such Letter of Credit; and the terms "Issued", "Issuing" and "Issuance" have correlative meanings.

"Issuing Bank" means (i) with respect to any Participated Letter of Credit, the Fronting Bank and (ii) with respect to a Syndicated Letter of Credit, the Lenders who have Issued such Syndicated Letter of Credit.

"Judgment Currency" has the meaning given to such term in **Section 10.14**.

"L/C Advance" has the meaning given to such term in **Section 2.5(b)(vi)**.

"L/C Agent" means Wells Fargo.

"L/C Disbursement" means (i) with respect to any Participated Letter of Credit, a payment made by the Fronting Bank pursuant thereto and (ii) with respect to any Syndicated Letter of Credit, a payment made by an Issuing Bank pursuant thereto.

"L/C Disbursement Date" means, with respect to each L/C Disbursement made under any Letter of Credit, if the applicable Borrower receives notice from the Administrative Agent of any L/C Disbursement prior to 2:00 p.m. on any Business Day, such Business Day and if such notice is received after 2:00 p.m. on any Business Day, the following Business Day.

"L/C Reimbursement Amount" has the meaning given to such term in **Section 2.5(a)(vii)**.

"Lender" means each Person signatory hereto as a "Lender" and each other Person that becomes a "Lender" hereunder pursuant to **Section 2.20(a)** or **Section 10.6**.

"Lender Joinder Agreement" means a joinder agreement in the form of **Exhibit F**.

"Lending Office" means, with respect to any Lender, the office of such Lender designated by it as such in such Lender's Administrative Questionnaire or in connection with an Assignment and Assumption, or such other office as may be otherwise designated in writing from time to time by such Lender to the Company and the Administrative Agent. A Lender may designate separate Lending Offices as provided in the foregoing sentence for the purposes of making or maintaining different Types of Loans and Letters of Credit, and such office may be a domestic or foreign branch or Affiliate of such Lender.

"Letter of Credit" means any standby letter of credit Issued hereunder, whether Issued as a Syndicated Letter of Credit or Participated Letter of Credit, and "Letters of Credit" means all of the foregoing.

"Letter of Credit Documents" means, with respect to any Letter of Credit, collectively, any application therefor and any other agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for the rights and obligations of the parties concerned or at risk with respect to such Letter of Credit.

"Letter of Credit Exposure" means, at any time for each Lender, such Lender's Ratable Share of the sum of (i) the aggregate Stated Amount of all outstanding Letters of Credit and (ii) the aggregate amount of all outstanding Reimbursement Obligations at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.13 or Rule 3.14 of the ISP, or any similar rule or law to which the Letter of Credit is subject or any similar express term of the Letter of Credit, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Letter of Credit Fee" has the meaning given to such term in **Section 2.10(b)**.

"Letter of Credit Notice" means a Syndicated Letter of Credit Notice or a Participated Letter of Credit Notice, as the context may require.

"Licenses" has the meaning given to such term in **Section 4.5**.

"Lien" means any mortgage, pledge, hypothecation, assignment, security interest, lien (statutory or otherwise), charge or other encumbrance of any nature, whether voluntary or involuntary, including, without limitation, the interest of any vendor or lessor under any conditional sale agreement, title retention agreement, Capital Lease or any other lease or arrangement having substantially the same effect as any of the foregoing.

"Loans" shall mean any or all of the Revolving Loans and the Swingline Loans.

"Margin Stock" has the meaning given to such term in Regulation U.

"Material Adverse Effect" means a material adverse effect upon (i) the business, assets, liabilities (actual or contingent), operations, or financial condition of the Company and its Subsidiaries, taken as a whole, (ii) the ability of any Borrower to perform its payment or other material obligations under this Agreement or any of the other Credit Documents or (iii) the legality, validity or enforceability of this Agreement or any of the other Credit Documents or the rights and remedies of the Administrative Agent and the Lenders hereunder and thereunder.

"Material Subsidiaries" means, collectively, each Subsidiary of the Company that is a "significant subsidiary" as such term is defined in Regulation S-X, excluding the Securitization Subsidiary.

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means any "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA to which any Unum Party or any ERISA Affiliate makes, is making or is obligated to make contributions or has made or been obligated to make contributions.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment to any Credit Document that (i) requires the approval of all Lenders (or all Lenders directly affected thereby) in accordance with the terms of **Section 10.5** and (ii) has been approved by the Required Lenders.

"Non-Extending Lender" has the meaning assigned thereto in **Section 2.23(a)(i)**.

"Note" means any promissory note of any Borrower in the form of **Exhibit A-1** prepared in accordance with **Section 2.4(d)**.

"Notice Date" has the meaning assigned thereto in **Section 2.23(a)(i)**.

"Notice of Borrowing" has the meaning given to such term in **Section 2.2(a)**.

"Notice of Conversion/Continuation" has the meaning given to such term in **Section 2.12(b)**.

"Notice of Swingline Borrowing" has the meaning given to such term in **Section 2.2(c)**.

"Obligations" means all principal of and interest (including interest and fees accruing after the filing of a petition or commencement of a case by or with respect to any Borrower seeking relief under any applicable Debtor Relief Laws, whether or not the claim for such interest and fees is allowed in such proceeding) on the Loans and Reimbursement Obligations and all fees, expenses, indemnities and other obligations owing, due or payable at any time by any Borrower to the Administrative Agent, the L/C Agent, any Issuing Bank, the Swingline Lender, any Lender or any other Person entitled thereto, under this Agreement or any of the other Credit Documents, in each case whether direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, and whether existing by contract, operation of law or otherwise.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Operating Indebtedness" of any Person means, at any date, any Indebtedness of such Person that is excluded from financial leverage by both of S&P and Moody's in their evaluation of such Person.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Credit Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to **Section 2.20(a)**).

"Outbound Investment Rules" means the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, or any similar law or regulation as of the date of this Agreement, and as codified at 31 C.F.R. § 850.101 et seq.

"Outstanding Loans" has the meaning given to such term in **Section 2.21(e).**

"Overnight Rate" means, for any day, the greater of (a) the Federal Funds Rate and (b) an overnight rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

"Participant" has the meaning given to such term in **Section 10.6(e)**.

"Participant Register" has the meaning given to such term in **Section 10.6(e)**.

"Participated L/C Honor Date" has the meaning given to such term in **Section 2.5(b)(v)**.

"Participated Letter of Credit Notice" has the meaning given to such term in **Section 2.5(b)(ii)**.

"Participated Letters of Credit" means Letters of Credit Issued by the Fronting Bank under **Section 2.5(b)(i)**.

"PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act) of 2001, and all rules and regulations from time to time promulgated thereunder.

"Payment Office" means the office of the Administrative Agent designated on **Schedule 1.1(a)** under the heading "Instructions for wire transfers to the Administrative Agent," or such other office as the Administrative Agent may designate to the Lenders and the Borrowers for such purpose from time to time.

"Payment Recipient" has the meaning assigned thereto in **Section 9.12(a)**.

"PBGC" means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

"Periodic Term SOFR Determination Day" has the meaning assigned thereto in the definition of "Term SOFR".

"Permitted Liens" has the meaning given to such term in **Section 7.3**.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA that is subject to the provisions of Title IV of ERISA (other than a Multiemployer Plan) and to which any Unum Party or any ERISA Affiliate may have any liability.

"Platform" means SyndTrak or another similar secure electronic system to which each of the Administrative Agent and each Lender has access without charge.

"Primary Policies" means any insurance policies issued by an Insurance Subsidiary.

"Prohibited Transaction" means any transaction described in (i) Section 406 of ERISA that is not exempt by reason of Section 408 of ERISA or by reason of a Department of Labor prohibited transaction individual or class exemption or (ii) Section 4975(c) of the Code that is not exempt by reason of Section 4975(c)(2) or 4975(d) of the Code.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Lender" has the meaning given to such term in **Section 5.1(d)**.

"QFC" has the meaning given to such term in **Section 10.19(b).**

"Quarterly Statement" means, with respect to any Insurance Subsidiary, the quarterly financial statements of such Person as required to be filed with any Insurance Regulatory Authority of competent jurisdiction, prepared in conformity with SAP and in accordance with the laws of such jurisdiction, together with all exhibits, schedules, certificates and actuarial opinions required to be filed or delivered therewith.

"Ratable Share" of any amount means, at any time for each Lender, a percentage obtained by dividing such Lender's Commitment at such time by the aggregate Commitments then in effect, provided that, if the Commitment Termination Date has occurred, the Ratable Share of each Lender shall be determined by dividing such Lender's Credit Exposure by the Aggregate Credit Exposure as of any date of determination.

"Recipient" means (i) the Administrative Agent, (ii) any Lender and (iii) any Issuing Bank, as applicable.

"Refunded Swingline Loans" has the meaning given to such term in **Section 2.2(d)**.

"Register" has the meaning given to such term in **Section 10.6(d)**.

"Regulations D, T, U and X" mean Regulations D, T, U and X, respectively, of the FRB, and any successor regulations.

"Reimbursement Obligations" means the obligation of each Borrower to reimburse the applicable Issuing Banks and the Lenders for any payment made by such Issuing Banks and the Lenders under, or in respect of, any Letter of Credit issued for the account of such Borrower, together with interest thereon payable as provided herein.

"Reinsurance Agreement" means any agreement, contract, treaty, policy, certificate or other arrangement whereby any reinsurer agrees to assume from or reinsure an insurer or reinsurer all or part of the liability of such insurer or reinsurer under a policy or policies of insurance issued by such insurer or reinsurer.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.

"Required Lenders" means, (a) prior to the Commitment Termination Date, Lenders having Commitments representing more than 50% of the aggregate Commitments at such time, or (b) on and after

the Commitment Termination Date, the Lenders holding outstanding Credit Exposure (excluding Swingline Loans), representing more than 50% of the Aggregate Credit Exposure at such time. The Commitment of, and the portion of the outstanding Credit Exposure held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Requirement of Law" means, with respect to any Person, any statute, law, treaty, rule, regulation, order, decree, writ, injunction or determination of any arbitrator or court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject or otherwise pertaining to any or all of the transactions contemplated by this Agreement and the other Credit Documents.

"Resignation Effective Date" has the meaning given to such term in **Section 9.6(a)**.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, with respect to any Borrower, the president, the chief executive officer, the chief financial officer, any executive officer, or any other Financial Officer of such Borrower, and any other officer or similar official thereof directly responsible for the administration of the obligations of such Borrower in respect of this Agreement or any other Credit Document.

"Retrocession Agreement" means any agreement, treaty, certificate or other arrangement whereby any Subsidiary cedes to another insurer all or part of such Subsidiary's liability under a policy or policies of insurance reinsured by such Subsidiary.

"Revolving Loans" has the meaning given to such term in **Section 2.1(a)**.

"S&P" means Standard & Poor's Rating Service, a division of S&P Global Inc. and any successor thereto.

"Sanctioned Country" means at any time, a country, region or territory which is itself (or whose government is) the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC (including OFAC's Specially Designated Nationals and Blocked Persons List and OFAC's Consolidated Non-SDN List), the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in clauses (a) and (b), including a Person that is deemed by OFAC to be a Sanctions target based on the ownership of such legal entity by Sanctioned Person(s).

"Sanctions" means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti-terrorism laws, including but not limited to those imposed, administered or enforced from time to time by the U.S. government (including those administered by OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority with jurisdiction over any Lender, any Borrower or any of the Company's Subsidiaries or Affiliates.

"SAP" means, with respect to any Insurance Subsidiary or the Company, the statutory accounting practices prescribed or permitted by the relevant Insurance Regulatory Authority of its jurisdiction of domicile, consistently applied and maintained, as in effect from time to time, subject to the provisions of **Section 1.2**.

"Securitization" means any securitization or monetization arrangement with respect to obligations arising out of or relating to Securitized Assets.

"Securitization Indebtedness" means Indebtedness for borrowed money of any Securitization Subsidiary incurred in connection with a Securitization; provided that such Indebtedness is recourse only to the assets of such Securitization Subsidiary.

"Securitization Subsidiary" means any special purpose Wholly Owned Subsidiary of the Company formed for the sole purpose of engaging in one or more Securitizations and other activities reasonably related thereto.

"Securitized Assets" means Primary Policies, Reinsurance Agreements and Retrocession Agreements.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means any Loan bearing interest at a rate based on Adjusted Term SOFR as provided in **Section 2.9(a)**.

"Stated Amount" means, with respect to any Letter of Credit at any time, the aggregate amount available to be drawn thereunder at such time (regardless of whether any conditions for drawing could then be met); provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Letter of Credit Document related thereto, provides for one or more automatic increases in the amount available to be drawn thereunder, the Stated Amount of such Letter of Credit shall be deemed to be the maximum amount available to be drawn thereunder after giving effect to all such increases, whether or not such maximum amount is in effect at such time.

"Subsidiary" means, with respect to any Person, any corporation or other Person of which more than 50% of the outstanding Equity Interests having ordinary voting power to elect a majority of the board of directors, board of managers or other governing body of such Person, is at the time, directly or indirectly, owned or controlled by such Person and one or more of its other Subsidiaries or a combination thereof (irrespective of whether, at the time, securities of any other class or classes of any such corporation or other Person shall or might have voting power by reason of the happening of any contingency). When used without reference to a parent entity, the term "Subsidiary" shall be deemed to refer to a Subsidiary of the Company. The term "Subsidiary" excludes (i) the Securitization Subsidiary and its Wholly Owned Subsidiary, except as expressly set forth herein, and (ii) any special purpose trust or other special purpose entity formed solely to hold Funding Agreements and to issue funding agreement backed debt.

"Subsidiary Borrower" has the meaning given to such term in **Section 2.25**.

"Subsidiary Borrower Termination Notice" has the meaning given to such term in **Section 2.25**.

"Swingline Commitment" means the lesser of (i) $80,000,000 and (ii) the Unutilized Commitment of Wells Fargo.

"Swingline Exposure" means, with respect to any Lender at any time, its maximum aggregate liability to make Refunded Swingline Loans pursuant to **Section 2.2(d)** to refund, or to purchase participations pursuant to **Section 2.2(e)** in, Swingline Loans that are outstanding at such time.

"Swingline Lender" means Wells Fargo in its capacity as maker of Swingline Loans.

"Swingline Loans" has the meaning given to such term in **Section 2.1(b)**.

"Syndicated L/C Honor Date" has the meaning given to such term in **Section 2.5(a)(vii)**.

"Syndicated Letter of Credit Notice" has the meaning given to such term in **Section 2.5(a)(ii)**.

"Syndicated Letters of Credit" means Letters of Credit Issued under **Section 2.5(a)(i)**, which shall be substantially in the form of **Exhibit A-2** or in such other form as may be agreed upon by the applicable Borrower and the L/C Agent.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

"Term SOFR Adjustment" means a percentage equal to 0.10% per annum.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Total Capitalization" means, as of any date of determination and without duplication, the sum of (i) Consolidated Net Worth as of such date, (ii) Consolidated Indebtedness (but excluding any Hybrid Equity

Securities) as of such date and (iii) the obligations of any Unum Party under any Hybrid Equity Securities as of such date.

"Total Voting Power" means, with respect to any Person, the total number of votes which may be cast in the election of directors of such Person at any meeting of shareholders of such Person if all securities entitled to vote in the election of directors of such Person (on a fully diluted basis, assuming the exercise, conversion or exchange of all rights, warrants, options and securities exercisable for, exchangeable for or convertible into, such voting securities) were present and voted at such meeting (other than votes that may be cast only upon the happening of a contingency).

"Type" means with respect to a Loan, its character as a Base Rate Loan or a SOFR Loan.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfunded Pension Liability" means, with respect to any Plan, the excess of its benefit liabilities under Section 4001(a)(16) of ERISA over the current value of its assets, determined in accordance with the applicable assumptions used for funding under Section 412 of the Code, each as reported in the most recent annual report for such Plan.

"United States" and "U.S." mean the United States of America.

"Unum Parties" means, collectively, the Company and the Company's Subsidiaries.

"Unutilized Commitment" means, at any time for each Lender, such Lender's Commitment less the sum of (i) the outstanding principal amount of Loans made by such Lender (ii) such Lender's Swingline Exposure and (iii) such Lender's Letter of Credit Exposure.

"Unutilized Swingline Commitment" means, with respect to the Swingline Lender at any time, the Swingline Commitment at such time less the aggregate principal amount of all Swingline Loans that are outstanding at such time.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements in **Sections 2.2(a), 2.8(a),** and **2.12(b)**, in each case, such day is also a Business Day.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in **Section 2.18(g)(ii)(B)(3)**.

"Wells Fargo" means Wells Fargo Bank, National Association.

"Wells Notice" means, with respect to any Person, a written notice by the staff of the Securities and Exchange Commission (the "SEC") to the effect that the staff has completed an investigation of such Person and intends to recommend that the SEC take enforcement action against such Person in respect of alleged securities laws violations.

"Wholly Owned" means, with respect to any Subsidiary of any Person, that 100% of the outstanding Equity Interests of such Subsidiary is owned, directly or indirectly, by such Person.

"Withholding Agent" means the applicable Borrower or the Administrative Agent.

"Write-Down and Conversion Powers" means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 Accounting Terms; GAAP and SAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP or SAP, as the context requires, each as in effect from time to time; provided that, if the Company notifies the Administrative Agent that it requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or SAP, as the case may be, or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or SAP, as the case may be, or in the application thereof, then such provision shall be interpreted on the basis of GAAP or SAP, as the case may be, as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities and any other accounting rule to the contrary shall be disregarded.

1.3 Other Terms; Construction.

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set forth herein or in any other Credit Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns permitted hereunder, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Credit Document, shall be construed to refer to such Credit Document in its entirety and not to any particular provision thereof, (iv) all references in a Credit Document to Articles,

Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Credit Document in which such references appear, (v) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) All references to IRS Forms shall be deemed to include any successor form to any such IRS Form.

(c) All references herein to the Lenders or any of them shall be deemed to include the Fronting Bank, the Issuing Banks and the Swingline Lender unless specifically provided otherwise or unless the context otherwise requires.

(d) Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.4 Divisions. For all purposes under this Agreement, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time.

1.5 Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR, or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 2.17(f), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

## ARTICLE II

## AMOUNT AND TERMS OF THE CREDIT

2.1 Commitments.

(a) Each Lender severally agrees, subject to and on the terms and conditions of this Agreement, to make loans (each, a "Revolving Loan," and collectively, the "Revolving Loans") to the Borrowers from time to time on any Business Day during the Availability Period; provided that no Lender shall be obligated to make any Revolving Loan if, immediately after giving effect thereto (and to any concurrent repayment of Swingline Loans with proceeds of Revolving Loans made pursuant to such Borrowing), (x) the Credit Exposure of any Lender would exceed its Commitment at such time or (y) the Aggregate Credit Exposure would exceed the aggregate Commitments at such time. Within the foregoing limits, and subject to and on the terms and conditions hereof, the Borrowers may borrow, repay and reborrow Revolving Loans.

(b) The Swingline Lender agrees, subject to and on the terms and conditions of this Agreement, to make loans (each, a "Swingline Loan," and collectively, the "Swingline Loans") to the Borrowers, from time to time on any Business Day during the Availability Period in an aggregate principal amount at any time outstanding not exceeding the Swingline Commitment, provided that no Borrowing of Swingline Loans shall be made if, immediately after giving effect thereto, (x) the Credit Exposure of any Lender would exceed its Commitment at such time, (y) the Aggregate Credit Exposure would exceed the aggregate Commitments at such time or (z) if any Lender is at such time a Defaulting Lender hereunder, unless the Swingline Lender has entered into satisfactory arrangements with the applicable Borrower or such Lender to eliminate the Swingline Lender's risk with respect to such Lender, and provided, further, that the Borrowers shall not use the proceeds of any Swingline Loan to refinance any outstanding Swingline Loan. Immediately upon the making of a Swingline Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swingline Lender a risk participation in such Swingline Loan in an amount equal to such Lender's Ratable Share of such Swingline Loan. Subject to and on the terms and conditions of this Agreement, the Borrowers may borrow, repay (including by means of a Borrowing of Revolving Loans pursuant to **Section 2.2(d)**) and reborrow Swingline Loans.

2.2 Borrowing.

(a) The Loans shall, at the option of the applicable Borrower and subject to the terms and conditions of this Agreement, be either Base Rate Loans or SOFR Loans, provided that (i) the Swingline Loans shall be made and maintained as Base Rate Loans and (ii) all Loans comprising the same Borrowing shall, unless otherwise specifically provided herein, be of the same Type. In order to make a Borrowing (other than (x) Borrowings of Swingline Loans, which shall be made pursuant to **Section 2.2(c)**, (y) Borrowings for the purpose of repaying Refunded Swingline Loans, which shall be made pursuant to **Section 2.2(d)**, or (z) continuations or conversions of outstanding Loans made pursuant to **Section 2.12**), the applicable Borrower shall deliver to the Administrative Agent a fully executed, irrevocable notice of borrowing in the form of **Exhibit B-1** (the "Notice of Borrowing") no later than 11:00 a.m. three (3) U.S. Government Securities Business Days prior to each Borrowing of SOFR Loans and not later than 10:00 a.m. on the same Business Day as, but prior to, each Borrowing of Base Rate Loans. Upon its receipt of the Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the proposed Borrowing. Notwithstanding anything to the contrary contained herein:

(i) each Borrowing of Base Rate Loans shall be in a principal amount not less than $3,000,000 or, if greater, an integral multiple of $1,000,000 in excess thereof, and each Borrowing of SOFR Loans shall be in a principal amount not less than $5,000,000 or, if greater, an integral multiple of $1,000,000 in excess thereof (or, in each case if less than the minimum amount, in the amount of the aggregate Unutilized Commitments);

(ii) if the applicable Borrower shall have failed to designate the Type of Loans in a Notice of Borrowing, then the Loans shall be made as Base Rate Loans; and

(iii) if the applicable Borrower shall have failed to specify an Interest Period to be applicable to any Borrowing of SOFR Loans, then the applicable Borrower shall be deemed to have selected an Interest Period of one month.

(b) Not later than 1:00 p.m. on the requested Borrowing Date, each Lender will make available to the Administrative Agent at the Payment Office an amount, in Dollars and in immediately available funds, equal to its Ratable Share of such requested Borrowing as its Loan or Loans. Upon satisfaction or waiver of the applicable conditions set forth in **Section 3.2** (and, if such Borrowing is to occur on the Closing Date, **Section 3.1**), the Administrative Agent will make the proceeds of the Loans available to the applicable Borrower in accordance with **Section 2.3(a)** by causing an amount of like funds equal to the amount received from the Lenders to be credited to an account of such Borrower.

(c) In order to make a Borrowing of a Swingline Loan, the applicable Borrower will give the Administrative Agent (and the Swingline Lender, if the Swingline Lender is not also the Administrative Agent) written notice not later than 3:00 p.m. on the date of such Borrowing. Each such notice (each, a "Notice of Swingline Borrowing") shall be given in the form of **Exhibit B-2**, shall be irrevocable and shall specify (i) the principal amount of the Swingline Loan to be made pursuant to such Borrowing (which shall not be less than $500,000 and, if greater, shall be in an integral multiple of $100,000 in excess thereof (or, if less, in the amount of the Unutilized Swingline Commitment)) and (ii) the requested Borrowing Date, which shall be a Business Day. Not later than 5:00 p.m. on the requested Borrowing Date, the Swingline Lender will make available to the Administrative Agent at the Payment Office an amount, in Dollars and in immediately available funds, equal to the amount of the requested Swingline Loan. To the extent the Swingline Lender has made such amount available to the Administrative Agent as provided hereinabove, upon satisfaction or waiver of the applicable conditions set forth in **Section 3.2** (and, if such Borrowing is to occur on the Closing Date, **Section 3.1**), the Administrative Agent will make such amount available to the applicable Borrower in accordance with **Section 2.3(a)** and in like funds as received by the Administrative Agent.

(d) With respect to any outstanding Swingline Loans, the Swingline Lender may at any time (whether or not an Event of Default has occurred and is continuing) in its sole and absolute discretion, and is hereby authorized and empowered by the applicable Borrower to, cause a Borrowing of Revolving Loans to be made for the purpose of repaying such Swingline Loans by delivering to the Administrative Agent (if the Administrative Agent is not also the Swingline Lender) and each other Lender (on behalf of, and with a copy to, the applicable Borrower), not later than 11:00 a.m. one Business Day prior to the proposed Borrowing Date therefor, a notice (which shall be deemed to be a Notice of Borrowing given by the applicable Borrower) requesting the Lenders to make Revolving Loans (which shall be made initially as Base Rate Loans) on such Borrowing Date in an aggregate amount equal to the amount of such Swingline Loans (the "Refunded Swingline Loans") outstanding on the date such notice is given that the Swingline Lender requests to be repaid. Not later than 1:00 p.m. on the requested Borrowing Date, each Lender (other than the Swingline Lender) will make available to the Administrative Agent at the Payment Office an amount, in Dollars and in immediately available funds, equal to its Ratable Share of the Refunded Swingline Loans. To the extent the Lenders have made such amounts available to the Administrative Agent as provided hereinabove, the Administrative Agent will make the aggregate of such amounts available to the Swingline Lender in like funds as received by the Administrative Agent, which shall apply such amounts in repayment of the Refunded Swingline Loans. Notwithstanding any provision of this Agreement to the contrary, on the relevant Borrowing Date, the Refunded Swingline Loans (including the Swingline Lender's Ratable Share thereof, in its capacity as a Lender) shall be deemed to be repaid with the proceeds of the Revolving Loans made as provided above (including a Revolving Loan deemed to have been made by the Swingline Lender), and such Refunded Swingline Loans deemed to be so repaid shall no longer be outstanding as Swingline Loans but shall be outstanding as Revolving Loans. If any portion of any such amount repaid (or deemed to be repaid) to the Swingline Lender shall be recovered by or on behalf of the applicable Borrower from the

Swingline Lender in any bankruptcy, insolvency or similar proceeding or otherwise, the loss of the amount so recovered shall be shared ratably among all the Lenders in the manner contemplated by **Section 2.16(b)**.

(e) If, as a result of any bankruptcy, insolvency or similar proceeding with respect to the applicable Borrower, Revolving Loans are not made pursuant to **Section 2.2(d)** in an amount sufficient to repay any amounts owed to the Swingline Lender in respect of any outstanding Swingline Loans, or if the Swingline Lender is otherwise precluded for any reason from giving a notice on behalf of such Borrower as provided for hereinabove, the Swingline Lender shall be deemed to have sold without recourse, representation or warranty (except for the absence of Liens thereon created, incurred or suffered to exist by, through or under the Swingline Lender), and each Lender shall be deemed to have purchased and hereby agrees to purchase, a participation in such outstanding Swingline Loans in an amount equal to its Ratable Share of the unpaid amount thereof together with accrued interest thereon. Upon one Business Day's prior notice from the Swingline Lender, each Lender (other than the Swingline Lender) will make available to the Administrative Agent at the Payment Office an amount, in Dollars and in immediately available funds, equal to its respective participation. To the extent the Lenders have made such amounts available to the Administrative Agent as provided hereinabove, the Administrative Agent will make the aggregate of such amounts available to the Swingline Lender in like funds as received by the Administrative Agent. In the event any such Lender fails to make available to the Administrative Agent the amount of such Lender's participation as provided in this **Section 2.2(e)**, the Swingline Lender shall be entitled to recover such amount on demand from such Lender, together with interest thereon for each day from the date such amount is required to be made available for the account of the Swingline Lender until the date such amount is made available to the Swingline Lender at the Overnight Rate for the first three Business Days and thereafter at the Adjusted Base Rate plus any administrative, processing or similar fees customarily charged by the Swingline Lender in connection with the foregoing. Promptly following its receipt of any payment by or on behalf of the applicable Borrower in respect of a Swingline Loan, the Swingline Lender will pay to each Lender that has acquired a participation therein such Lender's Ratable Share of such payment.

(f) Notwithstanding any provision of this Agreement to the contrary, the obligation of each Lender (other than the Swingline Lender) to make Revolving Loans for the purpose of repaying any Swingline Loans pursuant to **Section 2.2(d)** and each such Lender's obligation to purchase a participation in any unpaid Swingline Loans pursuant to **Section 2.2(e)** shall be absolute and unconditional and shall not be affected by any circumstance or event whatsoever, including, without limitation, (i) any set-off, counterclaim, recoupment, defense or other right that such Lender may have against the Swingline Lender, the Administrative Agent, the Borrowers or any other Person for any reason whatsoever, (ii) the occurrence or continuance of any Default or Event of Default, (iii) the failure of the amount of such Borrowing of Revolving Loans to meet the minimum Borrowing amount specified in **Section 2.2(a)**, or (iv) the failure of any conditions set forth in **Section 3.2** or elsewhere herein to be satisfied.

2.3 Disbursements; Funding Reliance; Domicile of Loans.

(a) Each Borrower hereby irrevocably authorizes the Administrative Agent to disburse the proceeds of each Borrowing in immediately available funds by crediting or wiring such proceeds to the deposit account of the Borrower identified in the most recent Account Designation Letter delivered by the applicable Borrower to the Administrative Agent or as may be otherwise agreed upon by the applicable Borrower and the Administrative Agent from time to time, provided that the Administrative Agent shall not be obligated under any circumstances to forward amounts to any account not listed in an Account Designation Letter.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent its Ratable Share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with **Section 2.2(b)** and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if any Lender has not in

fact made its Ratable Share of the applicable Borrowing to the Administrative Agent, then such Lender and the applicable Borrower severally (and not jointly) agrees to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, the Overnight Rate plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing and (ii) in the case of a payment to be made by the applicable Borrower, the Adjusted Base Rate. If the applicable Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the applicable Borrower the amount of such interest paid by such Borrower for such period. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan made on the applicable Borrowing Date and such payment shall absolve any obligation of the applicable Borrower in respect of any demand made under this Section in respect of such Loan. Any payment by any Borrower under this **Section 2.3(b)** shall be without prejudice to any claim such Borrower may have against any Lender that shall have failed to make such payment to the Administrative Agent.

(c) The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swingline Loans and to make payments pursuant to **Section 10.1(c)** are several and not joint. The failure of any Lender to make any such Loan, fund its participation or to make any such payment on any date shall not relieve any other Lender of its corresponding obligation, if any, hereunder to do so on such date, but no Lender shall be responsible for the failure of any other Lender to so make its Loan, fund its participation or to make any such payment required hereunder.

(d) Each Lender may, at its option, make and maintain any Loan at, to or for the account of any of its Lending Offices, provided that any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan to or for the account of such Lender in accordance with the terms of this Agreement.

2.4 Evidence of Debt; Notes.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to the applicable Lending Office of such Lender resulting from each Credit Extension made by such Lending Office of such Lender, including the amounts of principal and interest payable and paid to such Lending Office of such Lender in respect of its Loans from time to time under this Agreement.

(b) The Administrative Agent shall maintain the Register pursuant to **Section 10.6(c)**, and a subaccount for each Lender, in which Register and subaccounts (taken together) shall be recorded (i) the amount of each such Loan, the Type of each such Loan and the Interest Period applicable thereto, (ii) the date and amount of each applicable L/C Disbursement made under a Letter of Credit, (iii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder in respect of each such Loan, (iv) the amount of any Reimbursement Obligation or interest due and payable or to become due and payable from each Borrower to each Lender and the Issuing Banks and (v) the amount of any sum received by the Administrative Agent hereunder from each Borrower and each Lender's Ratable Share thereof.

(c) The entries made in the Register and subaccounts maintained pursuant to **Section 2.4(b)** (and, if consistent with the entries of the Administrative Agent, the accounts maintained pursuant to **Section 2.4(a)**) shall be conclusive evidence of the existence and amounts of the obligations of each Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain such account, such Register or such subaccount, as applicable, or any error therein, shall not in any manner affect the obligation of each Borrower to repay (with applicable interest) its Obligations under this Agreement.

(d) The Loans made by each Lender shall, if requested by any Lender (which request shall be made to the Administrative Agent), be evidenced by a Note, executed by the applicable Borrower and payable to such Lender. Each Note shall be entitled to all of the benefits of this Agreement and the other Credit Documents and shall be subject to the provisions hereof and thereof.

2.5 Letters of Credit.

(a) Syndicated Letters of Credit.

(i) General. Each Lender agrees, on and subject to the terms and conditions of this Agreement, to Issue Letters of Credit as Syndicated Letters of Credit for the account of the requesting Borrower in Dollars from time to time during the Availability Period. Absent the prior written consent of each Issuing Bank, no Syndicated Letter of Credit may be Issued that would vary the several and not joint nature of the obligations of the Issuing Banks thereunder as provided in the next succeeding sentence. Each Syndicated Letter of Credit shall be Issued by all of the Issuing Banks acting through the L/C Agent, at the time of Issuance as a single multi-bank letter of credit, but the obligation of each Issuing Bank thereunder shall be several and not joint, in the amount of its Ratable Share of the Stated Amount of such Syndicated Letter of Credit.

(ii) Notice of Issuance. To request the Issuance of a Syndicated Letter of Credit, the applicable Borrower shall deliver by hand or overnight courier service (or transmit by electronic communication, if arrangements for doing so have been approved by the L/C Agent) to the L/C Agent and the Administrative Agent (which will promptly notify the Lenders) at least three Business Days in advance of the requested date of Issuance (or such shorter period as is acceptable to the L/C Agent) a notice in a form reasonably acceptable to the L/C Agent (a "Syndicated Letter of Credit Notice") requesting the Issuance of a Syndicated Letter of Credit, or identifying the Syndicated Letter of Credit to be amended, extended or increased, as the case may be, and specifying the date of Issuance (which shall be a Business Day), the date on which such Syndicated Letter of Credit is to expire (which shall comply with **Section 2.5(a)(iii)**), the amount of such Syndicated Letter of Credit, the name and address of the beneficiary thereof and the terms and conditions of (and such other information as shall be necessary to prepare, amend, extend or increase, as the case may be) such Syndicated Letter of Credit, it being understood and agreed that Syndicated Letters of Credit may be extended in accordance with **Section 2.5(a)(iii)**. If requested by the L/C Agent, the applicable Borrower shall submit a letter of credit application on the L/C Agent's standard form (with such changes as the L/C Agent shall reasonably deem appropriate) in connection with any request for a Syndicated Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application submitted by the applicable Borrower to the L/C Agent relating to any Syndicated Letter of Credit, the terms and conditions of this Agreement shall control.

(iii) Expiration of Syndicated Letters of Credit. Each Syndicated Letter of Credit shall expire at or prior to the earlier of (i) the close of business on the date one year after the date of the Issuance of such Syndicated Letter of Credit or (ii) the Final Maturity Date; provided, however, that at the applicable Borrower's request a Syndicated Letter of Credit shall provide by its terms, and on terms reasonably acceptable to the L/C Agent, for extension for successive periods of one year or less (but not beyond the Final Maturity Date) unless and until the L/C Agent shall have delivered prior written notice of non-extension to the beneficiary of such Syndicated Letter of Credit no later than the time specified in such Syndicated Letter of Credit (which the L/C Agent shall do only if (A) the L/C Agent has determined that it would not be permitted, or would have no obligation, at such time to Issue such Syndicated Letter of Credit in its revised form (as extended) under the terms hereof, or (B) the L/C Agent has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the applicable non-extension notice date from the Administrative Agent that (1) the Required Lenders have elected not to permit such extension or

(2) one or more of the applicable conditions under **Section 3.2** (other than the delivery of a Letter of Credit Notice) is not then satisfied). The L/C Agent shall promptly provide a copy of any such notice to the applicable Borrower.

(iv) Obligation of Lenders. The obligation of any Issuing Bank under any Syndicated Letter of Credit shall be several and not joint and shall be in an amount equal to such Issuing Bank's Ratable Share of the aggregate Stated Amount of such Syndicated Letter of Credit at the time such Syndicated Letter of Credit is Issued, and each Syndicated Letter of Credit shall expressly so provide. No increase of Commitments under **Section 2.21** or assignment of Commitments under **Section 2.20** or **Section 10.6** shall change or affect the liability of any Issuing Bank under any outstanding Syndicated Letter of Credit until such Syndicated Letter of Credit is amended giving effect to such increase, assignment or reallocation, as the case may be. The failure of any Issuing Bank to make any L/C Disbursement in respect of any Syndicated Letter of Credit on any date shall not relieve any other Issuing Bank of its corresponding obligation, if any, hereunder to do so on such date, but no Issuing Bank shall be responsible for the failure of any other Issuing Bank to make its L/C Disbursement in respect of any Syndicated Letter of Credit.

(v) Issuance Administration. Each Syndicated Letter of Credit shall be executed and delivered by the L/C Agent in the name and on behalf of, and as attorney-in-fact for, each Issuing Bank, and the L/C Agent shall act under each Syndicated Letter of Credit, and each Syndicated Letter of Credit shall expressly provide that the L/C Agent shall act, as the agent of each such Issuing Bank to (i) execute and deliver such Syndicated Letter of Credit, (ii) receive drafts, other demands for payment and other documents presented by the beneficiary under such Syndicated Letter of Credit, (iii) determine whether such drafts, demands and documents are in compliance with the terms and conditions of such Syndicated Letter of Credit, (iv) notify such Issuing Bank and the applicable Borrower if a valid drawing has been made and the date that the related L/C Disbursement is to be made and (v) exercise all rights held by the issuer of a letter of credit under the documents for which such Syndicated Letter of Credit shall provide credit enhancement (or designate any Person as its representative for all such purposes under such documents); provided that the L/C Agent shall have no obligation or liability for any L/C Disbursement under such Syndicated Letter of Credit (other than as an Issuing Bank), and each Syndicated Letter of Credit shall expressly so provide. Each Issuing Bank hereby irrevocably appoints and designates the L/C Agent as its attorney-in-fact, acting through any duly authorized officer, to execute and deliver in the name and on behalf of such Issuing Bank each Syndicated Letter of Credit to be Issued by such Issuing Bank hereunder and to take such other actions contemplated by this **Section 2.5(a)(v)**. The L/C Agent shall promptly furnish to the Issuing Banks copies of any Syndicated Letters of Credit Issued hereunder. Promptly upon the request of the L/C Agent, each Issuing Bank will furnish to the L/C Agent such additional powers of attorney or other evidence as any beneficiary of any Syndicated Letter of Credit may reasonably request in order to demonstrate that the L/C Agent has the power to act as attorney-in-fact for such Issuing Bank to execute and deliver such Syndicated Letter of Credit.

(vi) Disbursement Procedures. The L/C Agent shall, within a reasonable time following its receipt thereof (and, in any event, within any specific time specified in the text of the relevant Syndicated Letter of Credit), examine all documents purporting to represent a demand for payment under any Syndicated Letter of Credit. The L/C Agent shall promptly after such examination and before such L/C Disbursement notify each applicable Issuing Bank and the applicable Borrower of such demand for payment. With respect to any demand for payment made under a Syndicated Letter of Credit which the L/C Agent has informed the applicable Issuing Banks is valid, each such Issuing Bank will promptly make an L/C Disbursement in respect of such Syndicated Letter of Credit in accordance with the amount of its liability under such Syndicated Letter of Credit and this Agreement, such L/C Disbursement to be made to the account of the L/C Agent most recently designated by it for such purpose by notice to the Issuing Banks. The L/C Agent will make such L/C

Disbursement available to the beneficiary of such Syndicated Letter of Credit by promptly crediting the amounts so received, in the funds so received, to the account of the beneficiary identified by such beneficiary in connection with such demand for such L/C Disbursement. Promptly following any L/C Disbursement by any Issuing Bank in respect of any Syndicated Letter of Credit, the L/C Agent will notify the applicable Borrower of such L/C Disbursement.

(vii) Reimbursement. Each applicable Borrower agrees that it shall reimburse the applicable Issuing Banks in respect of L/C Disbursements made under Syndicated Letters of Credit by paying to the Administrative Agent an amount in Dollars equal to the aggregate amount of each L/C Disbursement (the "L/C Reimbursement Amount") no later than 2:00 p.m. on the Business Day following the L/C Disbursement Date (the "Syndicated L/C Honor Date") with respect to such Syndicated Letter of Credit together with interest thereon payable as provided in **Section 2.5(e)**. If the applicable Borrower fails to reimburse the Issuing Banks the L/C Reimbursement Amount on the Syndicated L/C Honor Date, so long as the conditions set forth in **Section 3.2** (other than the delivery of a Notice of Borrowing) are satisfied and subject to the amount of the Unutilized Commitments, such Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Syndicated L/C Honor Date in an amount equal to the L/C Reimbursement Amount, without regard to the minimum and multiples specified in **Section 2.2(a)(i)** for the principal amount of Borrowings, and the L/C Disbursements of each of the Issuing Banks shall be deemed to have satisfied their obligation to fund their Ratable Share of such Borrowing.

(b) Participated Letters of Credit.

(i) General. The Fronting Bank agrees, on and subject to the terms and conditions of this Agreement and in reliance upon the agreements of the Lenders set forth in this **Section 2.5(b)**, to Issue Letters of Credit as Participated Letters of Credit for the account of the requesting Borrower in Dollars from time to time during the Availability Period. Each Participated Letter of Credit shall be in a form customarily used or otherwise approved by the applicable Borrower and the Fronting Bank. If the Fronting Bank is not also the financial institution acting as Administrative Agent, then (a) no later than the fifth Business Day following the last day of each calendar month, (b) on each date that a Participated Letter of Credit is amended, terminated or otherwise expires, (c) on each date that a Participated Letter of Credit is issued or the expiry date of a Participated Letter of Credit is extended, and (d) upon the request of the Administrative Agent, the Fronting Bank shall deliver to the Administrative Agent a report setting forth in form and detail reasonably satisfactory to the Administrative Agent information (including any reimbursement or termination in respect of Participated Letters of Credit issued by the Fronting Bank) with respect to each Participated Letter of Credit issued by the Fronting Bank that is outstanding hereunder. In addition, the Fronting Bank shall provide notice to the Administrative Agent of its commitment to issue Participated Letters of Credit, or any change thereto, promptly upon it becoming a Fronting Bank or making any change to such commitment. No failure on the part of the Fronting Bank to provide any such information pursuant to this Section shall limit the obligations of the applicable Borrower or any Lender hereunder with respect to its reimbursement and participation obligations hereunder.

(ii) Notice of Issuance. To request the Issuance of a Participated Letter of Credit, the applicable Borrower shall deliver by hand or overnight courier service (or transmit by electronic communication, if arrangements for doing so have been approved by the Fronting Bank and Administrative Agent) to the Fronting Bank and the Administrative Agent (which will promptly notify the Lenders) at least three Business Days in advance of the requested date of Issuance (or such shorter period as is acceptable to the Fronting Bank) a notice in a form reasonably acceptable to the Fronting Bank (a "Participated Letter of Credit Notice") requesting the Issuance of a Participated Letter of Credit, or identifying the Participated Letter of Credit to be amended, extended or increased, as the case may be, and specifying the date of Issuance (which shall be a Business Day),

the date on which such Participated Letter of Credit is to expire (which shall comply with **Section 2.5(b)(iii)**), the amount of such Participated Letter of Credit, the name and address of the beneficiary thereof and the terms and conditions of (and such other information as shall be necessary to prepare, amend, extend or increase, as the case may be) such Participated Letter of Credit, it being understood and agreed that Participated Letters of Credit may be extended in accordance with **Section 2.5(b)(iii)**. If requested by the Fronting Bank, the applicable Borrower shall submit a letter of credit application on the Fronting Bank's standard form (with such changes as the Fronting Bank shall reasonably deem appropriate) in connection with any request for a Participated Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application submitted by such Borrower to the Fronting Bank relating to any Participated Letter of Credit, the terms and conditions of this Agreement shall control.

(iii) Expiration of Participated Letters of Credit. Each Participated Letter of Credit shall expire at or prior to the earlier of (i) the close of business on the date one year after the date of the Issuance of such Participated Letter of Credit or (ii) the Final Maturity Date; provided, however, that at the applicable Borrower's request a Participated Letter of Credit shall provide by its terms, and on terms reasonably acceptable to the Fronting Bank, for extension for successive periods of one year or less (but not beyond the Final Maturity Date) unless and until the Fronting Bank shall have delivered prior written notice of non-extension to the beneficiary of such Participated Letter of Credit no later than the time specified in such Participated Letter of Credit (which the Fronting Bank shall do only if (A) the Fronting Bank has determined that it would not be permitted, or would have no obligation, at such time to Issue such Participated Letter of Credit in its revised form (as extended) under the terms hereof, or (B) the Fronting Bank has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the applicable non-extension notice date from the Administrative Agent that (1) the Required Lenders have elected not to permit such extension or (2) one or more of the applicable conditions under **Section 3.2** (other than the delivery of a Letter of Credit Notice) is not then satisfied). The Fronting Bank shall promptly provide a copy of any such notice to the applicable Borrower and the Administrative Agent.

(iv) Participations. By the Issuance of a Participated Letter of Credit by the Fronting Bank (including any Existing Letters of Credit continued and deemed Issued as Participated Letters of Credit as of the Closing Date) and without any further action on the part of the Fronting Bank or the Lenders, the Fronting Bank hereby grants to each Lender in respect of such Participated Letter of Credit, and each such Lender hereby acquires from the Fronting Bank, a participation in such Participated Letter of Credit in an amount equal to the amount of such Lender's Ratable Share of the Stated Amount of such Participated Letter of Credit and the applicable Borrower's reimbursement obligations with respect thereto. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Participated Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment or extension of any such Letter of Credit or the existence of a Default or Event of Default or reduction or termination of the aggregate Commitments. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Fronting Bank, the amount of such Lender's Ratable Share of each L/C Disbursement made by the Fronting Bank in respect of any Participated Letter of Credit promptly upon the request of the Fronting Bank at any time from the time such L/C Disbursement is made until such L/C Disbursement is reimbursed by the applicable Borrower or at any time after any reimbursement payment is required to be disgorged or refunded to the applicable Borrower for any reason. Such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Promptly following receipt by the Administrative Agent of any payment from the applicable Borrower pursuant to **Section 2.5(b)(vi)**, the Administrative Agent shall distribute such payment to the Fronting Bank or, to the extent that any Lender has made payments pursuant to this

paragraph to reimburse the Fronting Bank, then to such Lenders and the Fronting Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse the Fronting Bank for any L/C Disbursement made by it shall not relieve the applicable Borrower of its obligation to reimburse such L/C Disbursement. Notwithstanding anything in this Agreement to the contrary, effective upon the increase of the Commitments pursuant to **Section 2.21**, each Lender's participation in any Participated Letter of Credit outstanding on such date shall be automatically adjusted to reflect its Ratable Share after giving effect to such increase.

(v) Disbursement Procedures; Reimbursement.

(A) The Fronting Bank shall, within a reasonable time following its receipt thereof (and, in any event, within any time specified in the text of the relevant Participated Letters of Credit Issued by it), examine all documents purporting to represent a demand for payment under a Participated Letter of Credit. The Fronting Bank shall promptly after such examination notify the Administrative Agent and the applicable Borrower of such demand for payment and whether the Fronting Bank has made or will make a L/C Disbursement thereunder.

(B) Each Borrower agrees that it shall reimburse the Fronting Bank in respect of any L/C Disbursement made under such Borrower's Participated Letter of Credit by paying to the Administrative Agent an amount in Dollars equal to the amount of such L/C Disbursement no later than 2:00 p.m. on the Business Day following the L/C Disbursement Date (the "Participated L/C Honor Date") with respect to such Participated Letter of Credit together with interest thereon payable as provided in **Section 2.5(e)**. If applicable Borrower fails to so reimburse the Lenders by such time, the Administrative Agent shall promptly notify each Lender of the amount of the L/C Reimbursement Amount, and the amount of such Lender's Ratable Share thereof. In such event, the applicable Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Participated L/C Honor Date in an amount equal to the L/C Reimbursement Amount, without regard to the minimum and multiples specified in **Section 2.2(a)(i)** for the principal amount of Borrowings, but subject to the amount of the Unutilized Commitments, and subject to the conditions set forth in **Section 3.2** (other than the delivery of a Notice of Borrowing), and each Lender shall fund its Ratable Share of such Borrowing as set forth in **Section 2.2(b)**. If the applicable Borrower is unable to request a Borrowing of Base Rate Loans because such Borrower cannot satisfy each of the conditions set forth in **Section 3.2** (other than the delivery of a Notice of Borrowing) or for any other reason, each Lender shall fund its L/C Advance as set forth in **Section 2.5(b)(vi)**.

(vi) Funding of Participations. If the applicable Borrower shall fail to reimburse the Fronting Bank for any L/C Disbursement on the Participated L/C Honor Date, the Administrative Agent shall notify each Lender of the applicable L/C Disbursement, the payment then due from the applicable Borrower in respect thereof and the amount of such Lender's Ratable Share thereof. Each Lender shall upon such notice make funds available to the Administrative Agent in Dollars for the account of the Fronting Bank at the Payment Office in an amount equal to the amount of its Ratable Share of the unpaid L/C Disbursement (such amount, its "L/C Advance") not later than 2:00 p.m. on the Business Day specified in such notice by the Administrative Agent. No such making of an L/C Advance shall relieve or otherwise impair the obligation of the applicable Borrower to reimburse the Fronting Bank for the amount of any payment made by the Fronting Bank under such Participated Letter of Credit, together with interest as provided herein. If any Lender fails to make available to the Administrative Agent for the account of the Fronting Bank any amount required to be paid by such Lender pursuant to the foregoing provisions of this **Section 2.5(b)(vi)**, the Fronting Bank shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such

amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Fronting Bank at a rate per annum equal to the Overnight Rate from time to time in effect. A certificate of the Fronting Bank submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this **Section 2.5(b)(vi)** shall be conclusive absent manifest error. Until a Lender funds its L/C Advance pursuant to this **Section 2.5(b)(vi)** to reimburse the Fronting Bank for any L/C Disbursement made by it, interest in respect of such Lender's L/C Advance shall be solely for the account of the Fronting Bank.

(vii) Repayment of Participations.

(A) At any time after the Fronting Bank has made a payment under any Participated Letter of Credit and has received from any Lender such Lender's L/C Advance in respect of such payment in accordance with **Section 2.5(b)(vi)**, if the Administrative Agent receives for the account of the Fronting Bank any payment in respect of the related unpaid L/C Disbursement or interest thereon (whether directly from the applicable Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Ratable Share thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(B) If any payment received by the Administrative Agent for the account of the Fronting Bank pursuant to **Section 2.5(b)(v)** is required to be returned under any of the circumstances described in **Section 2.14** (including pursuant to any settlement entered into by the Fronting Bank in its discretion), each Lender shall pay to the Administrative Agent for the account of the Fronting Bank its Ratable Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Overnight Rate from time to time in effect.

(viii) Failure to Make L/C Advances. The failure of any Lender to make the L/C Advance to be made by it on the date specified in **Section 2.5(b)(vi)** shall not relieve any other Lender of its obligation hereunder to make its L/C Advance on such date, but no Lender shall be responsible for the failure of any other Lender to make the L/C Advance to be made by such other Lender on such date.

(c) Conditions Precedent to the Issuance of Letters of Credit. Each Issuing Bank (and the L/C Agent, on behalf of the Issuing Banks) shall be under no obligation to Issue any Letter of Credit if:

(i) any order, judgment or decree of any Governmental Authority or arbitrator shall purport by its terms to enjoin or restrain the Issuance of such Letter of Credit or any law applicable to such Issuing Bank or any Lender or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over it shall prohibit, or request that it refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon it with respect to such Letter of Credit any restriction or reserve or capital requirement (for which such Issuing Bank or any Lender is not otherwise compensated) not in effect on the Closing Date, or any unreimbursed loss, cost or expense which was not applicable, in effect or known to it as of the Closing Date;

(ii) immediately after giving effect thereto, the Aggregate Credit Exposure would exceed the aggregate Commitments at such time;

(iii) [reserved];

(iv) [reserved];

(v) the L/C Agent or the Fronting Bank, as the case may be, shall have delivered the written notice of non-extension described in **Section 2.5(a)(iii)** or **Section 2.5(b)(iii)** with respect to such Letter of Credit;

(vi) the L/C Agent or the Fronting Bank, as the case may be, shall have actual knowledge, or shall have received notice from any Lender prior to the Issuance of such Letter of Credit that one or more of the applicable conditions under **Section 3.2** is not then satisfied (or has not been waived in writing as required herein);

(vii) the expiry date of such Letter of Credit would occur more than twelve months after the date of Issuance or last extension unless the Required Lenders have approved such expiry date in writing as required pursuant to **Section 10.5**;

(viii) the expiry date of such Letter of Credit occurs after the Final Maturity Date, unless all of the Lenders have approved such expiry date in writing as required pursuant to **Section 10.5**;

(ix) such Letter of Credit is not substantially in form and substance reasonably acceptable to the L/C Agent or the Fronting Bank, as applicable, or the issuance of such Letter of Credit would violate the policies of the L/C Agent or Fronting Bank applicable to letters of credit in general;

(x) such Letter of Credit is denominated in a currency other than Dollars; or

(xi) with respect to the issuance of a Participated Letter of Credit, any Lender is at that time a Defaulting Lender, unless the Fronting Bank has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the Fronting Bank (in its sole discretion) with such Lender and/or the applicable Borrower to eliminate the Fronting Bank's actual or potential Fronting Exposure (after giving effect to **Section 2.22(a)(iii)**) with respect to such Defaulting Lender as it may elect in its sole discretion.

(d) Obligations Absolute. The Reimbursement Obligations of each Borrower with respect to an L/C Disbursement under any Letter of Credit for such Borrower's account and the obligations of any Lender to reimburse the Fronting Bank with respect to any L/C Disbursement made by the Fronting Bank under any Participated Letter of Credit shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement and any Letter of Credit Document under all circumstances, including the following circumstances:

(i) any lack of validity or enforceability of this Agreement, any other Credit Document, any Letter of Credit Document, any Letter of Credit or any other agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations of any Borrower in respect of any Letter of Credit Document, any Letter of Credit or any other amendment or waiver of or any consent to or departure from all or any of the Letter of Credit Documents or any Letter of Credit;

(iii) the existence of any claim, set-off, defense or other right that any Borrower may have at any time against any beneficiary or any transferee of a Letter of Credit (or any Persons for which any such beneficiary or any such transferee may be acting), any Issuing Bank, the Administrative Agent, the L/C Agent, any Lender or any other Person, whether in connection with

this Agreement, the transactions contemplated hereby or by such Letter of Credit or any Letter of Credit Document or any unrelated transaction;

(iv) any statement or any other document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(v) payment by any Issuing Bank under a Letter of Credit against presentation of a document that does not strictly comply with the terms of such Letter of Credit;

(vi) any payment made by any Issuing Bank under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(vii) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Obligations of any Borrower; or

(viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including, without limitation, any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Borrower or any guarantor, other than as may be expressly set forth in this Agreement.

None of the Administrative Agent, the L/C Agent, any Issuing Bank or any Lender or any of their Related Parties shall have any liability or responsibility to any Borrower by reason of or in connection with the Issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder, or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond their control; provided that the foregoing and the other provisions of this **Section 2.5(d)** shall not be construed to excuse the Administrative Agent, the L/C Agent, any Issuing Bank or any Lender from liability to a Borrower to the extent of any direct damages (as opposed to consequential or exemplary damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by such Borrower that are caused by the gross negligence or willful misconduct of the Administrative Agent, the L/C Agent, such Issuing Bank or such Lender, as determined by a court of competent jurisdiction by final and nonappealable judgment, when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof.

(e) Interest. Unless the applicable Borrower reimburses each L/C Disbursement made in respect of Letters of Credit issued for its account in full on the date such L/C Disbursement is made, the unpaid amount of the Reimbursement Obligation thereof shall bear interest from the date of each L/C Disbursement until such amount shall be paid in full in cash at the rate per annum then applicable to Base Rate Loans (plus an additional 2% per annum, payable on demand, if not reimbursed by the third Business Day after the date of such L/C Disbursement). The Administrative Agent shall give prompt notice to the applicable Borrower and the Lenders of the applicable interest rate determined by the Administrative Agent for purposes of this Section.

(f) Collateralization of Letters of Credit.

(i) If (i) as of the Commitment Termination Date, any Letter of Credit may for any reason remain outstanding, (ii) at any time, the Aggregate Credit Exposure shall exceed the aggregate Commitments (after giving effect to any concurrent termination or reduction thereof)

pursuant to **Section 2.7(b)** or (iii) any Event of Default occurs and is continuing and the Administrative Agent requires the applicable Borrower to Cash Collateralize the aggregate Letter of Credit Exposure pursuant to **Section 8.2(c)**, such Borrower shall deliver to the Administrative Agent as Cash Collateral an amount in cash equal to 103% of the aggregate Stated Amount of all Letters of Credit of such Borrower outstanding at such time (whether or not any beneficiary under any Letter of Credit shall have drawn or be entitled at such time to draw thereunder) or, in the case of clause (ii) above, an amount in cash equal to such excess. The Administrative Agent shall deposit such cash in a special collateral account of such Borrower pursuant to arrangements satisfactory to the Administrative Agent (such account, the "Cash Collateral Account") for the benefit of the Administrative Agent, the Issuing Banks and the Lenders.

(ii) Each Borrower hereby grants to the Administrative Agent, for the benefit of the Issuing Banks and the Lenders, a Lien upon and security interest in its Cash Collateral Account and all amounts held therein from time to time as security for the Letter of Credit Exposure of such Borrower, and for application to its aggregate Reimbursement Obligations as and when the same shall arise. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account for the benefit of the Issuing Banks and the Lenders, and the applicable Borrower shall have no interest therein except as set forth in clause (iii) of this **Section 2.5(f)**. Other than any interest on the investment of such amounts in Cash Equivalents, which investments shall be made at the direction of the applicable Borrower (unless a Default or Event of Default shall have occurred and be continuing, in which case the determination as to investments shall be made at the option and in the sole discretion of the Administrative Agent), amounts in the Cash Collateral Account shall not bear interest. Interest and profits, if any, on such investments shall accumulate in the Cash Collateral Account.

(iii) In the event of a drawing, and subsequent payment by any Issuing Bank, under any Letter of Credit at any time during which any amounts are held in the applicable Cash Collateral Account, the Administrative Agent will deliver to such Issuing Bank an amount equal to the Reimbursement Obligation created as a result of such payment (or, if the amounts so held are less than such Reimbursement Obligation, all of such amounts) to reimburse such Issuing Bank therefor. Any amounts remaining in any Cash Collateral Account (including interest and profits) after the expiration of the Letters of Credit of the applicable Borrower and reimbursement in full of the Issuing Banks for all of their respective obligations thereunder shall be held by the Administrative Agent, for the benefit of the applicable Borrower, to be applied against the Obligations of the applicable Borrower in such order and manner as the Administrative Agent may direct. If any Borrower is required to provide Cash Collateral pursuant to **Section 2.7(b)**, such amount (including interest and profits), to the extent not applied as aforesaid, shall be returned to such Borrower, provided that after giving effect to such return (i) the Aggregate Credit Exposure would not exceed the aggregate Commitments at such time and (ii) no Default or Event of Default shall have occurred and be continuing at such time. If any Borrower is required to provide Cash Collateral as a result of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three Business Days after all Events of Default have been cured or waived.

(g) Use of Letters of Credit. The Letters of Credit shall be available and each Borrower agrees that any Letters of Credit shall be used to support obligations of each such Borrower or any Subsidiary under any Primary Policies or Reinsurance Agreements underwritten by such Subsidiary, the obligations of any Subsidiary as a reinsurer under any Reinsurance Agreement with respect to credit for reinsurance, and for its general corporate purposes.

(h) Existing Letters of Credit. Each Borrower, the Fronting Bank and the Lenders agree that, as of the Closing Date, each Existing Letter of Credit issued for the account of any Borrower and outstanding on the Closing Date will continue and be deemed Issued under this Agreement for the account of such

Borrower as a Participated Letter of Credit. There are no Syndicated Letters of Credit outstanding under the Existing Credit Agreement as of the Closing Date.

2.6 Termination and Reduction of Commitments and Swingline Commitment.

(a) The aggregate Commitments shall be automatically and permanently terminated on the Commitment Termination Date. The Swingline Commitment shall be automatically and permanently terminated on the Commitment Termination Date.

(b) At any time and from time to time after the date hereof, upon not less than three Business Days' prior written notice to the Administrative Agent (and in the case of a termination or reduction of the Unutilized Swingline Commitment, the Swingline Lender), the Company may terminate in whole or reduce in part the aggregate Unutilized Commitments or the Unutilized Swingline Commitment; provided that any such partial reduction shall be in an aggregate amount of not less than $1,000,000 ($500,000 in the case of the Unutilized Swingline Commitment) or, if greater, an integral multiple of $1,000,000 in excess thereof ($100,000 in the case of the Unutilized Swingline Commitment), and applied ratably among the Lenders according to their respective Commitments. Any such notice delivered by the Company may be conditioned upon the effectiveness of other transactions, in which case such notice may be revoked or its effectiveness deferred by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. The amount of any termination or reduction made under this **Section 2.6(b)** may not thereafter be reinstated. Notwithstanding any provision of this Agreement to the contrary, any reduction of the Commitments pursuant to this **Section 2.6** that has the effect of reducing the aggregate Commitments to an amount less than the amount of the Swingline Commitment at such time shall result in an automatic corresponding reduction of the Swingline Commitment to the amount of the aggregate Commitments (as so reduced), without any further action on the part of the Borrowers, the Issuing Banks, the Swingline Lender or any other Lender.

(c) All fees accrued in respect of the Unutilized Commitments until the effective date of any termination thereof shall be paid on the effective date of such termination.

2.7 Mandatory Payments and Prepayments.

(a) Except to the extent due or paid sooner pursuant to the provisions of this Agreement, each Borrower agrees to repay to the Lenders the aggregate outstanding principal of the Revolving Loans of such Borrower on the Commitment Termination Date. The aggregate outstanding principal of each Swingline Loan shall be due and payable in full on the earlier of (i) the date 10 Business Days after such Swingline Loan is made and (ii) the Commitment Termination Date.

(b) In the event that, at any time, the Aggregate Credit Exposure (excluding the aggregate amount of any Swingline Loans to be repaid with proceeds of Revolving Loans made on the date of determination) shall exceed the aggregate Commitments at such time (after giving effect to any concurrent termination or reduction thereof), the Borrowers severally (and not jointly) agree to prepay, immediately upon notice from the Administrative Agent, (i) the outstanding principal amount of the Swingline Loans and, to the extent of any excess remaining after prepayment in full of outstanding Swingline Loans and (ii) the outstanding principal amount of the Revolving Loans in the amount of such excess. Each Borrower is only obligated to prepay Swingline Loans and Revolving Loans borrowed by such Borrower and is not responsible for the prepayment of any Swingline Loan or Revolving Loan borrowed by any other Borrower. To the extent such excess amount is greater than the aggregate principal amount of Loans outstanding immediately prior to the application of such prepayment, the amount so prepaid shall be retained by the Administrative Agent and held in the Cash Collateral Account as cover for the aggregate Letter of Credit Exposure, as more particularly described in **Section 2.5(f)**, and thereupon such cash shall be deemed to reduce the aggregate Letter of Credit Exposure by an equivalent amount. Each payment or prepayment pursuant to the provisions of this **Section 2.7** shall be applied ratably among the Lenders holding the Loans

being prepaid, in proportion to the principal amount held by each. Each payment or prepayment of a SOFR Loan made pursuant to the provisions of this Section on a day other than the last day of the Interest Period applicable thereto shall be made together with all amounts required under **Section 2.19** to be paid as a consequence thereof.

2.8 Voluntary Prepayments.

(a) At any time and from time to time, each Borrower shall have the right to prepay the Loans, in whole or in part, together with accrued interest to the date of prepayment, without premium or penalty (except as provided in clause (iii) below), upon written notice given to the Administrative Agent not later than 11:00 a.m. three (3) U.S. Government Securities Business Days prior to each intended prepayment of SOFR Loans and one Business Day prior to each intended prepayment of Base Rate Loans (other than Swingline Loans, which may be prepaid on a same-day basis), provided that (i) each partial prepayment of SOFR Loans shall be in an aggregate principal amount of not less than $5,000,000 or, if greater, an integral multiple of $1,000,000 in excess thereof, and each partial prepayment of Base Rate Loans shall be in an aggregate principal amount of not less than $3,000,000 or, if greater, an integral multiple of $1,000,000 in excess thereof ($100,000 and $100,000, respectively, in the case of Swingline Loans), (ii) no partial prepayment of SOFR Loans made pursuant to any single Borrowing shall reduce the aggregate outstanding principal amount of the remaining SOFR Loans under such Borrowing to less than $5,000,000 or to any greater amount not an integral multiple of $1,000,000 in excess thereof, and (iii) unless made together with all amounts required under **Section 2.19** to be paid as a consequence of such prepayment, a prepayment of a SOFR Loan may be made only on the last day of the Interest Period applicable thereto. Each such notice shall specify the proposed date of such prepayment and the aggregate principal amount and Type of the Loans to be prepaid (and, in the case of SOFR Loans, the Interest Period of such Borrowing pursuant to which made), and shall be irrevocable and shall bind such Borrower to make such prepayment on the terms specified therein, subject to any condition specified in such notice. Any such notice delivered by a Borrower may be conditioned upon the effectiveness of other transactions, in which case such notice may be revoked or its effectiveness deferred by the applicable Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Revolving Loans and Swingline Loans prepaid pursuant to this **Section 2.8(a)** may be reborrowed, subject to the terms and conditions of this Agreement. In the event the Administrative Agent receives a notice of prepayment under this Section, the Administrative Agent will give prompt notice thereof to the Lenders; provided that if such notice has also been furnished to the Lenders, the Administrative Agent shall have no obligation to notify the Lenders with respect thereto.

(b) Each prepayment of the Loans made pursuant to **Section 2.8(a)** shall be applied ratably among the Lenders holding the Loans being prepaid, in proportion to the principal amount held by each.

2.9 Interest.

(a) Subject to **Section 2.9(b)**, at the election of the applicable Borrower, (i) Revolving Loans shall bear interest at (A) the Base Rate plus the Applicable Percentage or (B) Adjusted Term SOFR plus the Applicable Percentage and (ii) any Swingline Loan shall bear interest at the Base Rate plus the Applicable Percentage. The applicable Borrower shall select the rate of interest and Interest Period, if any, applicable to any Loan at the time a Notice of Borrowing is given or at the time a Notice of Conversion/Continuation is given pursuant to **Section 2.12(b)**.

(b) Upon the occurrence and during the continuance of any Default or Event of Default under **Section 8.1(a)**, **Section 8.1(f)** or **Section 8.1(g)** and at the election of the Required Lenders upon the occurrence and during the continuance of any other Event of Default, (A) the applicable Borrower shall no longer have the option to request SOFR Loans, Swingline Loans or Letters of Credit, (B) all outstanding SOFR Loans shall bear interest at a rate per annum of two percent (2%) in excess of the rate (including the Applicable Percentage) then applicable to SOFR Loans until the end of the applicable Interest Period and

thereafter at a rate per annum of two percent (2%) in excess of the rate (including the Applicable Percentage) then applicable to Base Rate Loans, (C) all outstanding Base Rate Loans and other Obligations arising hereunder or under any other Credit Document (to the extent not already bearing an additional 2% per annum pursuant to **Section 2.5(e)**) shall bear interest at a rate per annum of two percent (2%) in excess of the rate (including the Applicable Percentage) then applicable to Base Rate Loans or such other Obligations arising hereunder or under any other Credit Document and (D) all accrued and unpaid interest shall be due and payable on demand of the Administrative Agent. Interest shall continue to accrue on the Obligations after the filing by or against any Borrower of any petition seeking any relief in bankruptcy or under any Debtor Relief Law.

(c) Accrued (and theretofore unpaid) interest in respect of any Loan shall be payable as follows:

(i) in respect of each Base Rate Loan and Swingline Loan, in arrears on the last Business Day of each calendar quarter, beginning with the first such day to occur after the Closing Date;

(ii) in respect of each SOFR Loan, in arrears (y) on the last Business Day of the Interest Period applicable thereto and (z) if such Interest Period extends over three (3) months, at the end of each three (3) month interval during such Interest Period; provided that (i) in the event of any repayment or prepayment of any SOFR Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (ii) in the event of any conversion of any SOFR Loan prior to the end of the Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion; and

(iii) in respect of any Loan, at maturity (whether pursuant to acceleration or otherwise) and, after maturity, on demand.

(d) Nothing contained in this Agreement or in any other Credit Document shall be deemed to establish or require the payment of interest to any Lender at a rate in excess of the maximum rate permitted by applicable law. If the amount of interest payable for the account of any Lender on any interest payment date would exceed the maximum amount permitted by applicable law to be charged by such Lender, the amount of interest payable for its account on such interest payment date shall be automatically reduced to such maximum permissible amount. In the event of any such reduction affecting any Lender, if from time to time thereafter the amount of interest payable for the account of such Lender on any interest payment date would be less than the maximum amount permitted by applicable law to be charged by such Lender, then the amount of interest payable for its account on such subsequent interest payment date shall be automatically increased to such maximum permissible amount, provided that at no time shall the aggregate amount by which interest paid for the account of any Lender has been increased pursuant to this sentence exceed the aggregate amount by which interest paid for its account has theretofore been reduced pursuant to the previous sentence.

(e) The Administrative Agent shall promptly notify the applicable Borrower and the Lenders upon determining the interest rate for each Borrowing of SOFR Loans after its receipt of the relevant Notice of Borrowing or Notice of Conversion/Continuation, and upon each change in the Base Rate; provided, however, that the failure of the Administrative Agent to provide the applicable Borrower or the Lenders with any such notice shall neither affect any obligations of the applicable Borrower or the Lenders hereunder nor result in any liability on the part of the Administrative Agent to such Borrower or any Lender. Each such determination shall, absent manifest error, be conclusive and binding on all parties hereto.

(f) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time in consultation with the Company and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments

implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document. The Administrative Agent will promptly notify the Borrowers and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.10 Fees.

(a) The Company agrees to pay to the Administrative Agent, for the account of each Lender, a commitment fee (the "Commitment Fee"), which shall accrue at a per annum rate equal to the Applicable Percentage in effect for such fee from time to time during each calendar quarter (or portion thereof) on such Lender's Unutilized Commitment (excluding clause (ii) of the definition thereof for purposes of this **Section 2.10(a)** only), during the period from and including the date hereof to but excluding the Commitment Termination Date; provided, however, that no Commitment Fee shall accrue on the Unutilized Commitments of a Defaulting Lender during any period that such Lender shall be a Defaulting Lender. Accrued Commitment Fees shall be payable in arrears (i) on the last Business Day of each calendar quarter, beginning with the first such day to occur after the date hereof and (ii) on the Commitment Termination Date. All Commitment Fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day);

(b) The applicable Borrower agrees to pay to the Administrative Agent, for the account of each Lender, a letter of credit fee (the "Letter of Credit Fee") for each calendar quarter (or portion thereof) in respect of all Letters of Credit outstanding for such Borrower's account during such quarter, at a per annum rate equal to the Applicable Percentage in effect for such fee from time to time during such quarter on such Lender's Ratable Share of the average daily aggregate Stated Amount of Letters of Credit outstanding during such quarter; provided, however, that any Letter of Credit Fees otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the Fronting Bank pursuant to **Section 2.5(c)(xi)** shall be payable, to the maximum extent permitted by applicable Law, to the other Lenders in accordance with the upward adjustments in their respective Ratable Shares allocable to such Letter of Credit pursuant to **Section 2.22(a)(iii)**, with the balance of such fee, if any, payable to the Fronting Bank for its own account. The Letter of Credit Fee shall be due and payable quarterly in arrears (i) on the last Business Day of each calendar quarter, commencing with the first such date to occur after the Closing Date through the Final Maturity Date and (ii) on the Final Maturity Date;

(c) The Company agrees to pay to the Administrative Agent, for its own account, the annual administrative agent's fee described in the Fee Letter, on the terms, in the amount and at the times set forth therein; and

(d) The applicable Borrower agrees to pay (i) to each Fronting Bank, for its own account, with respect to each Participated Letter of Credit issued by such Fronting Bank for such Borrower hereunder, a fronting fee on the terms, in the amount and at the times agreed to between such Fronting Bank and such Borrower, and (ii) to each Fronting Bank and the L/C Agent, such reasonable fees and expenses as the Fronting Bank or the L/C Agent customarily require in connection with the issuance, amendment, transfer, negotiation, processing and/or administration of letters of credit.

2.11 [Reserved].

2.12 Conversions and Continuations.

(a) Each Borrower shall have the right, on any Business Day occurring on or after the Closing Date, to elect (i) to convert all or a portion of the outstanding principal amount of any Base Rate Loans into SOFR Loans, or to convert any SOFR Loans the Interest Periods for which end on the same day into Base Rate Loans, or (ii) upon the expiration of any Interest Period, to continue all or a portion of the outstanding

principal amount of any SOFR Loans the Interest Periods for which end on the same day for an additional Interest Period, provided that (w) any such conversion of SOFR Loans of the same Borrowing into Base Rate Loans shall involve an aggregate principal amount of not less than $3,000,000 or, if greater, an integral multiple of $1,000,000 in excess thereof; any such conversion of Base Rate Loans of the same Borrowing into, or continuation of, SOFR Loans shall involve an aggregate principal amount of not less than $5,000,000 or, if greater, an integral multiple of $1,000,000 in excess thereof; and no partial conversion of SOFR Loans of the same Borrowing shall reduce the outstanding principal amount of SOFR Loans to less than $5,000,000 or to any greater amount not an integral multiple of $1,000,000 in excess thereof, (x) if a SOFR Loan is converted into a Base Rate Loan on any day other than the last day of the Interest Period applicable thereto, the applicable Borrower will pay, upon such conversion, all amounts required under **Section 2.19** to be paid as a consequence thereof, (y) no such conversion or continuation shall be permitted with regard to any Swingline Loans and (z) no conversion of Base Rate Loans into SOFR Loans or continuation of SOFR Loans shall be permitted during the continuance of a Default or Event of Default.

(b) The applicable Borrower shall make each such election by giving the Administrative Agent written notice not later than 11:00 a.m. three (3) U.S. Government Securities Business Days prior to the intended effective date of any conversion of Base Rate Loans into, or continuation of, SOFR Loans and one Business Day prior to the intended effective date of any conversion of SOFR Loans into Base Rate Loans. Each such notice (each, a "Notice of Conversion/Continuation") shall be irrevocable, shall be given in the form of **Exhibit B-3** and shall specify (x) the date of such conversion or continuation (which shall be a Business Day), (y) in the case of a conversion into, or a continuation of, SOFR Loans, the Interest Period to be applicable thereto, and (z) the aggregate amount and Type of the Loans being converted or continued. Upon the receipt of a Notice of Conversion/Continuation, the Administrative Agent will promptly notify each Lender of the proposed conversion or continuation. In the event that the Borrowers shall fail to deliver a Notice of Conversion/Continuation as provided herein with respect to any outstanding SOFR Loans, such SOFR Loans shall automatically be converted to Base Rate Loans upon the expiration of the then-current Interest Period applicable thereto (unless repaid pursuant to the terms hereof). In the event the applicable Borrower shall have failed to select in a Notice of Conversion/Continuation the duration of the Interest Period to be applicable to any conversion into, or continuation of, SOFR Loans, then such Borrower shall be deemed to have selected an Interest Period with a duration of one month.

2.13 Method of Payments; Computations; Apportionment of Payments.

(a) All payments by any Borrower hereunder shall be made without setoff, counterclaim or other defense, in Dollars and in immediately available funds to the Administrative Agent, for the account of the Lenders entitled to such payment or the Swingline Lender, as the case may be (except as otherwise expressly provided herein as to payments required to be made directly to the Administrative Agent, the Issuing Banks or the Lenders), at the Payment Office prior to 2:00 p.m. on the date payment is due. Any payment made as required hereinabove, but after 2:00 p.m. shall be deemed to have been made on the next succeeding Business Day. If any payment falls due on a day that is not a Business Day, then such due date shall be extended to the next succeeding Business Day (subject in the case of SOFR Loans to the definition of "Interest Period"), and such extension of time shall then be included in the computation of payment of interest, fees or other applicable amounts.

(b) The Administrative Agent will distribute to the Lenders like amounts relating to payments made to the Administrative Agent for the account of the Lenders as follows: (i) if the payment is received by 12:00 noon in immediately available funds, the Administrative Agent will make available to each relevant Lender on the same date, by wire transfer of immediately available funds, such Lender's Ratable Share of such payment, and (ii) if such payment is received after 12:00 noon or in other than immediately available funds, the Administrative Agent will make available to each such Lender its Ratable Share of such payment by wire transfer of immediately available funds on the next succeeding Business Day (or in the case of uncollected funds, as soon as practicable after collected). Notwithstanding the foregoing or any contrary

provision hereof, if any Lender shall fail to make any payment required to be made by it hereunder to the Administrative Agent, the Fronting Bank or the Swingline Lender, then the Administrative Agent may, in its discretion, apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations to the Administrative Agent, the Fronting Bank or the Swingline Lender, as the case may be, until all such unsatisfied obligations are fully paid. If the Administrative Agent shall not have made a required distribution to the appropriate Lenders as required hereinabove after receiving a payment for the account of such Lenders, the Administrative Agent will pay to each such Lender, on demand, its Ratable Share of such payment with interest thereon at the Federal Funds Rate for each day from the date such amount was required to be disbursed by the Administrative Agent until the date repaid to such Lender. The Administrative Agent will distribute to the Issuing Banks and Swingline Lender like amounts relating to payments made to the Administrative Agent for the account of the Issuing Banks and Swingline Lender in the same manner, and subject to the same terms and conditions, as set forth hereinabove with respect to distributions of amounts to the Lenders.

(c) Unless the Administrative Agent shall have received notice from the applicable Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the relevant Lenders or the Issuing Banks hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the relevant Lenders, the Issuing Banks or the Swingline Lender, as the case may be, the amount due. In such event, if such Borrower has not in fact made such payment, then each of the relevant Lenders, the Issuing Banks or the Swingline Lender, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the Issuing Banks, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Overnight Rate.

(d) All computations of interest and fees hereunder shall be made on the basis of a year consisting of (i) in the case of interest on Base Rate Loans based on the prime commercial lending rate of the Administrative Agent, 365/366 days, as the case may be, or (ii) in all other instances, 360 days; and in each case under (i) and (ii) above, with regard to the actual number of days (including the first day, but excluding the last day) elapsed.

(e) Notwithstanding any other provision of this Agreement or any other Credit Document to the contrary, all amounts collected or received by the Administrative Agent or any Lender after acceleration of the Loans pursuant to **Section 8.2** shall be applied by the Administrative Agent as follows:

(i) first, to the payment of all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees irrespective of whether such fees are allowed as a claim after the occurrence of a Bankruptcy Event) of the Administrative Agent in connection with enforcing the rights of the Lenders under the Credit Documents;

(ii) second, to the payment of any fees owed to the Administrative Agent and the Fronting Bank hereunder or under any other Credit Document;

(iii) third, to the payment of all reasonable and documented out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees irrespective of whether such fees are allowed as a claim after the occurrence of a Bankruptcy Event) of each of the Lenders, the Swingline Lender, the Issuing Banks and the L/C Agent in connection with enforcing its rights under the Credit Documents or otherwise with respect to the Obligations owing to such Lender;

(iv) fourth, to the payment of all of the Obligations consisting of accrued fees and interest (including, without limitation, fees incurred and interest accruing at the then applicable rate

after the occurrence of a Bankruptcy Event irrespective of whether a claim for such fees incurred and interest accruing is allowed in such proceeding);

(v) fifth, to the payment of the outstanding principal amount of the Obligations (including the payment of any outstanding Reimbursement Obligations);

(vi) sixth, to Cash Collateralize Letter of Credit Exposure and to the payment of all other Obligations and other obligations that shall have become due and payable under the Credit Documents or otherwise and not repaid; and

(vii) seventh, to the payment of the surplus (if any) to the Borrowers, pro rata, or whomever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (x) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category, (y) all amounts shall be apportioned ratably among the Lenders, the Swingline Lender and the Issuing Banks in proportion to the amounts of such principal, interest, fees or other Obligations owed to them respectively pursuant to clauses (iii) through (vii) above, and (z) to the extent that any amounts available for distribution pursuant to clause (v) above are attributable to the issued but undrawn amount of outstanding Letters of Credit, such amounts shall be held by the Administrative Agent to Cash Collateralize Letter of Credit Exposure pursuant to **Section 2.5(f)**.

2.14 Recovery of Payments.

(a) Each Borrower agrees that to the extent such Borrower makes a payment or payments to or for the account of the Administrative Agent, the Swingline Lender, any Lender or any Issuing Bank, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any Debtor Relief Law, common law or equitable cause (whether as a result of any demand, settlement, litigation or otherwise), then, to the extent of such payment or repayment, the Obligation intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been received.

(b) If any amounts distributed by the Administrative Agent to any Lender or any Issuing Bank are subsequently returned or repaid by the Administrative Agent to the applicable Borrower, its representative or successor in interest, or any other Person, whether by court order, by settlement approved by such Lender or such Issuing Bank, or pursuant to applicable Requirements of Law, such Lender or such Issuing Bank will, promptly upon receipt of notice thereof from the Administrative Agent, pay the Administrative Agent such amount. If any such amounts are recovered by the Administrative Agent from the applicable Borrower, its representative or successor in interest or such other Person, the Administrative Agent will redistribute such amounts to the Lenders or the Issuing Banks on the same basis as such amounts were originally distributed.

2.15 Use of Proceeds. The proceeds of the Loans shall be used to provide for the working capital and general corporate requirements of the Borrowers and their respective Subsidiaries not in contravention of any Requirement of Law or any provision of this Agreement or any other Credit Document. Without limiting the generality of the foregoing, no proceeds from any Credit Extension shall be used, directly or, to the applicable Borrower's knowledge after due care and inquiry, indirectly, (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (iii) in any manner that would result in the violation of any Anti-Money Laundering Laws or Sanctions applicable to any party hereto.

2.16 Pro Rata Treatment.

(a) Except in the case of Swingline Loans, all fundings, continuations and conversions of Loans shall be made by the Lenders pro rata on the basis of their Ratable Share (in the case of the initial making of the Loans) or on the basis of their respective outstanding Loans (in the case of continuations and conversions of the Loans), as the case may be from time to time. All payments on account of principal of or interest on any Loans, fees or any other Obligations owing to or for the account of any one or more Lenders shall be apportioned ratably among such Lenders in proportion to the amounts of such principal, interest, fees or other Obligations owed to them respectively.

(b) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other Obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such Obligations greater than its Ratable Share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other Obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other Obligations owing them, provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this Section shall not be construed to apply to (x) any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, Reimbursement Obligations or Swingline Loans to any assignee or Participant, other than to any Borrower or any Subsidiary thereof (as to which the provisions of this **Section 2.16(b)** shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation. If under any applicable Debtor Relief Law, any Lender receives a secured claim in lieu of a setoff to which this **Section 2.16(b)** applies, such Lender shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of the Lenders entitled under this **Section 2.16(b)** to share in the benefits of any recovery on such secured claim.

2.17 Increased Costs; Change in Circumstances; Illegality.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve (including pursuant to regulations issued from time to time by the FRB for determining the maximum reserve requirement (including any emergency, special, supplemental or other marginal reserve requirement) with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D of the FRB, as amended and in effect from time to time)), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or any Issuing Bank;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or any Issuing Bank any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make or participate in any such Loan, or to increase the cost to such Lender, such Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, such Issuing Bank or other Recipient hereunder (whether of principal, interest or any other amount), then, upon request of such Lender, such Issuing Bank or other Recipient, the applicable Borrowers will pay to such Lender, such Issuing Bank or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Bank or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law affecting such Lender or such Issuing Bank or any Lending Office of such Lender or such Lender's or such Issuing Bank's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the applicable Borrowers will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth the calculation in reasonable detail of the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in **Section 2.17(a)** or **Section 2.17(b)** and delivered to the applicable Borrowers shall be conclusive absent manifest error. The applicable Borrowers shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation, provided that the applicable Borrowers shall not be required to compensate a Lender or such Issuing Bank pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the applicable Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Subject to clause (f) below, in connection with any request for a SOFR Loan or a conversion to or continuation thereof or otherwise, if for any reason, (i) the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining Adjusted Term SOFR for the applicable Interest Period with respect to a proposed SOFR Loan on or prior to the first day of such Interest Period or (ii) the Administrative Agent shall have

received written notice from the Required Lenders of their determination that Adjusted Term SOFR does not adequately and fairly reflect the cost to such Lenders of making or maintaining SOFR Loans during such Interest Period, the Administrative Agent will promptly so notify the Borrowers and the Lenders. Upon notice thereof by the Administrative Agent to the Borrowers, any obligation of the Lenders to make SOFR Loans, and any right of the Borrowers to convert any Loan to or continue any Loan as a SOFR Loan, shall be suspended (to the extent of the affected SOFR Loans or the affected Interest Periods) until the Administrative Agent (with respect to clause (ii), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (A) each Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or the affected Interest Periods) or, failing that, such Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans in the amount specified therein and (B) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such prepayment or conversion, the applicable Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to **Section 2.19**.

(f) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Credit Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrowers may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth ($5^{th}$) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrowers so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this **Section 2.17(f)(i)** will occur prior to the applicable Benchmark Transition Start Date.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrowers and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrowers of the removal or reinstatement of any tenor of a Benchmark pursuant to **Section 2.17(f)(iv)**. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this **Section 2.17(f)**, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this **Section 2.17(f)**.

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) any tenor for such Benchmark is not

displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period, (A) each Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, such Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans and (B) any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

(g) Notwithstanding any other provision in this Agreement, if, at any time after the date hereof and from time to time, any Lender determines in good faith that any Change in Law has or would have the effect of making it unlawful for such Lender or its applicable Lending Office to make or to continue to make or maintain any SOFR Loan, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, such Lender shall promptly give notice thereof to the Administrative Agent and the Administrative Agent shall promptly give notice to the Borrowers and the other Lenders (an "Illegality Notice"). Thereafter, until each affected Lender notifies the Administrative Agent and the Administrative Agent notifies the Borrowers that the circumstances giving rise to such determination no longer exist, (i) any obligation of the Lenders to make SOFR Loans, and any right of the Borrowers to convert any Loan to a SOFR Loan or continue any Loan as a SOFR Loan, shall be suspended and (ii) if necessary to avoid such illegality, the Administrative Agent shall compute the Base Rate without reference to clause (iii) of the definition of "Base Rate". Upon receipt of an Illegality Notice, the Borrowers shall, if necessary to avoid such illegality, upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, in their sole discretion elect to convert all SOFR Loans to Base Rate Loans (in each case, if necessary to avoid such illegality, the Administrative Agent shall compute the Base Rate without reference to clause (iii) of the definition of "Base Rate"), on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such SOFR Loans to such day, or immediately, if any Lender may not lawfully continue to maintain such SOFR Loans to such day. Upon any such prepayment or conversion, the applicable Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to **Section 2.19**.

(h) Similar Treatment. Notwithstanding the foregoing **Sections 2.17(a)** and **2.17(b)**, no Lender, Issuing Bank or Recipient shall impose any costs specified therein or make any request for compensation pursuant thereto (or be entitled to any such additional costs) unless such Lender, Issuing Bank or Recipient is then generally imposing such cost upon or requesting such compensation from borrowers in connection with similar credit facilities containing similar provisions and at the time of such request certifies to the Borrowers

to the effect of the foregoing; provided such Lender, Issuing Bank or Recipient shall not be required to disclose any of its records or any other information that it deems confidential.

2.18 Taxes.

(a) For purposes of this **Section 2.18**, the term "Lender" includes each Issuing Bank.

(b) Any and all payments by or on account of any obligation of any Borrower under any Credit Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings for Indemnified Taxes applicable to additional sums payable under this **Section 2.18)** the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Each Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Each Borrower shall indemnify each Recipient, within 10 days after demand therefor, for its applicable share of the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this **Section 2.18)** payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Borrower by a Recipient (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Recipient, shall be conclusive absent manifest error.

(e) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrowers have not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrowers to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of **Section 10.6(e)** relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Credit Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Credit Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this **Section 2.18(e)**.

(f) As soon as practicable after any payment of Taxes by any Borrower to a Governmental Authority pursuant to this **Section 2.18**, the applicable Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Credit Document shall deliver to the applicable Borrower and the Administrative Agent, at the time or times reasonably requested by the applicable Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the applicable Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the applicable Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the Administrative Agent as will enable the applicable Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in **Sections 2.18(g)(ii)(A)**, **2.18(g)(ii)(B)** and **2.18(g)(ii)(D)**) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Person:

(A) any Lender that is a U.S. Person shall deliver to the applicable Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the applicable Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the applicable Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the applicable Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Credit Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, United States federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Credit Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, United States federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of **Exhibit G-1** to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the applicable Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C)

of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of **Exhibit G-2** or **Exhibit G-3**, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of **Exhibit G-4** on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the applicable Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the applicable Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the applicable Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the applicable Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the applicable Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the applicable Borrower or the Administrative Agent as may be necessary for the applicable Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this **Section 2.18(g)(ii)(D)**, "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrowers and the Administrative Agent in writing of its legal inability to do so.

(h) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this **Section 2.18** (including by the payment of additional amounts pursuant to this **Section 2.18**), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this **Section 2.18** with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this **Section 2.18(h)** (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such

indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this **Section 2.18(h)**, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this **Section 2.18(h)** the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This **Section 2.18(h)** shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Each party's obligations under this **Section 2.18** shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Credit Document.

2.19 Compensation. Each Borrower will compensate each Lender upon demand for all losses (other than loss of Applicable Percentage), expenses and liabilities (including, without limitation, any loss, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds or from any fees payable) which may arise, be attributable to or result due to or as a consequence of (a) any failure by such Borrower to make any payment when due of any amount due hereunder in connection with a SOFR Loan, (b) any failure of such Borrower to borrow or continue a SOFR Loan or convert to a SOFR Loan on a date specified therefor in a Notice of Borrowing or Notice of Conversion/Continuation, (c) any failure of such Borrower to prepay any SOFR Loan on a date specified therefor in any notice of prepayment (regardless of whether any such notice of prepayment may be revoked under Section 2.8(a) and is revoked in accordance therewith), (d) any payment, prepayment or conversion of any SOFR Loan on a date other than the last day of the Interest Period therefor (including as a result of an Event of Default) or (e) the assignment of any SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by such Borrower pursuant to Section 2.20(a). A certificate of such Lender setting forth the basis for determining such amount or amounts necessary to compensate such Lender shall be forwarded to the Borrowers through the Administrative Agent and shall be conclusively presumed to be correct save for manifest error. All of the obligations of the Borrowers under this Section 2.19 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Credit Document.

2.20 Replacement of Lenders; Mitigation of Costs.

(a) If any Lender requests compensation under **Sections 2.17(a)** or **2.17(b)**, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 2.18**, and, in each case, such Lender has declined or is unable to designate a different Lending Office in accordance with **Section 2.20(b)**, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, **Section 10.6**), all of its interests, rights (other than its existing rights to payments pursuant to **Sections 2.17(a)**, **2.17(b)** or **2.18**) and obligations under this Agreement and the related Credit Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment); provided that:

(i) the Administrative Agent shall have received the assignment fee specified in **Section 10.6(b)(iv)**;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, any L/C Advances, accrued interest thereon, accrued fees and all other

amounts payable to it hereunder and under the other Credit Documents (including any amounts under **Section 2.19**) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a request for compensation under **Sections 2.17(a)** or **2.17(b)** or payments required to be made pursuant to **Section 2.18**, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable Requirements of Law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable Eligible Assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply.

Each party hereto agrees that (x) an assignment required pursuant to this **Section 2.20** may be effected pursuant to an Assignment and Assumption executed by the Borrowers, the Administrative Agent and the assignee and (y) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender or the Administrative Agent, provided, further that any such documents shall be without recourse to or warranty by the parties thereto.

(b) If any Lender requests compensation under **Sections 2.17(a)** or **2.17(b)**, or requires any Borrower to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 2.18**, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans or L/C Advances hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to **Sections 2.17(a)**, **2.17(b)** or **2.18**, as the case may be, in the future, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender as it so deems in good faith. Each Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

2.21 Increase in Commitments.

(a) The Company shall have the right, at any time and from time to time after the Closing Date but prior to the date 30 days prior to the Commitment Termination Date by written notice to and in consultation with the Administrative Agent, to request an increase in the aggregate Commitments (each such requested increase, a "Commitment Increase"), by having one or more existing Lenders increase their respective Commitments then in effect (each, an "Increasing Lender"), by adding as a Lender with a new Commitment hereunder one or more Persons that are not already Lenders (each, an "Additional Lender"), or a combination thereof; provided that (i) any such request for a Commitment Increase shall be in a minimum amount of $25,000,000 or an integral multiple of $1,000,000 in excess thereof, (ii) immediately after giving effect to any Commitment Increase, the aggregate of all Commitment Increases effected after the Closing Date shall not exceed $200,000,000, and (iii) no existing Lender shall be obligated to increase its Commitment as a result of any request for a Commitment Increase by the Company unless it agrees in its sole discretion to do so.

(b) Each Additional Lender must qualify as an Eligible Assignee (the approval of which by the Administrative Agent, the Swingline Lender and the Fronting Bank shall not be unreasonably withheld or delayed) and the Borrowers and each Additional Lender shall execute a Lender Joinder Agreement together with all such other documentation as the Administrative Agent and the Borrowers may reasonably require, all in form and substance reasonably satisfactory to the Administrative Agent and the Borrowers, to evidence the Commitment of such Additional Lender and its status as a Lender hereunder.

(c) If the aggregate Commitments are increased in accordance with this Section, the Administrative Agent and the Borrowers shall determine the effective date (the "Commitment Increase Date," which shall be a Business Day not less than 30 days prior to the Commitment Termination Date) and the final allocation of such increase. The Administrative Agent shall promptly notify the Borrowers and the Lenders of the final allocation of such increase and the Commitment Increase Date. The Administrative Agent is hereby authorized, on behalf of the Lenders, to enter into any amendments to this Agreement and the other Credit Documents as the Administrative Agent shall reasonably deem appropriate to effect such Commitment Increase.

(d) Notwithstanding anything set forth in this **Section 2.21**, no increase in the aggregate Commitments pursuant to this **Section 2.21** shall be effective unless:

(i) The Administrative Agent shall have received the following, each dated the Commitment Increase Date and in form and substance reasonably satisfactory to the Administrative Agent:

(A) as to each Increasing Lender, evidence of its agreement to provide a portion of the Commitment Increase, and as to each Additional Lender, a duly executed Lender Joinder agreement together with all other documentation required by the Administrative Agent and the Borrowers pursuant to **Section 2.21(b)**;

(B) an instrument, duly executed by each Borrower and the Guarantor, acknowledging and reaffirming its obligations under this Agreement and the other Credit Documents;

(C) a certificate of the secretary or an assistant secretary of each Borrower, certifying to and attaching the resolutions adopted by the board of directors (or similar governing body) of such Borrower approving or consenting to such Commitment Increase;

(D) a certificate of an Authorized Officer of the Company, certifying that (y) as of the Commitment Increase Date, all representations and warranties of the Borrowers contained in this Agreement and the other Credit Documents are true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects), both immediately before and after giving effect to the Commitment Increase and any Borrowings or Letters of Credit issued in connection therewith (except to the extent any such representation or warranty is expressly stated to have been made as of a specific date, in which case such representation or warranty is true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects), in each case as of such date), and (z) no Default or Event of Default has occurred and is continuing, both immediately before and after giving effect to such Commitment Increase (including any Borrowings or Letters of Credit issued in connection therewith and the application of the proceeds thereof);

(ii) If there is a non-ratable increase in the aggregate Commitments, each outstanding Syndicated Letter of Credit shall have been amended giving effect to the reallocation of the Commitments or, if required, returned by each respective beneficiary to the Administrative Agent

and cancelled and/or exchanged for a new or amended Syndicated Letter of Credit giving effect to the reallocated Commitments; and

(iii) The conditions precedent set forth in **Section 3.2** shall have been satisfied.

(e) On the Commitment Increase Date, to the extent necessary to keep the outstanding Loans ratable in the event of any non-ratable increase in the aggregate Commitments, (i) all then outstanding Revolving Loans (the "Outstanding Loans") shall, to the extent not then maintained as Base Rate Loans, automatically be converted into Base Rate Loans, (ii) immediately after the effectiveness of the Commitment Increase, each Borrower may, if it so requests, convert any such Base Rate Loans into SOFR Loans in the amounts and for the Interest Periods specified in a Notice of Conversion/Continuation delivered to the Administrative Agent in accordance with **Section 2.12**, (iii) each Lender shall pay to the Administrative Agent in immediately available funds an amount equal to the difference, if positive, between (y) such Lender's Ratable Share, calculated after giving effect to the Commitment Increase, of the Outstanding Loans and (z) such Lender's Ratable Share, calculated without giving effect to the Commitment Increase, of the Outstanding Loans, (iv) after the Administrative Agent receives the funds specified in clause (iii) above, the Administrative Agent shall pay to each Lender the portion of such funds equal to the difference, if positive, between (y) such Lender's Ratable Share, calculated without giving effect to the Commitment Increase, of the Outstanding Loans and (z) such Lender's Ratable Share, calculated after giving effect to the Commitment Increase, of the amount of the Outstanding Loans, (v) the Lenders shall be deemed to hold the Outstanding Loans ratably in accordance with their respective Commitment (calculated after giving effect to the Commitment Increase), (vi) each Borrower shall pay all accrued but unpaid interest on the Outstanding Loans as of the Commitment Increase Date to the Lenders entitled thereto, and (vii) **Schedule 1.1(a)** shall automatically be amended to reflect the Commitments of all Lenders after giving effect to the Commitment Increase. The conversion of SOFR Loans pursuant to clause (i) above shall be subject to indemnification by the applicable Borrower pursuant to the provisions of **Section 2.19** if the Commitment Increase Date occurs other than on the last day of the Interest Period relating thereto.

2.22 Defaulting Lenders.

(a) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders and in **Section 10.5**.

(ii) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to **Article VIII** or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to **Section 8.3** shall be applied at such time or times as may be determined by the Administrative Agent as follows:

(A) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder;

(B) second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the Fronting Bank or the Swingline Lender hereunder;

(C) third, if so determined by the Administrative Agent or requested by the Fronting Bank or the Swingline Lender, to be held as Cash Collateral for the Fronting

Exposure of the Fronting Bank or the Swingline Lender with respect to such Defaulting Lender in accordance with **Section 2.22(c)**;

(D) fourth, as the Company may request (so long as no Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent;

(E) fifth, if so determined by the Administrative Agent or the Borrowers, to be held in a non-interest bearing deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the Fronting Bank's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit Issued under this Agreement, in accordance with **Section 2.22(c)**;

(F) sixth, to the payment of any amounts owing to the Lenders, the Fronting Bank or the Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the Fronting Bank or the Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement;

(G) seventh, so long as no Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and

(H) eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction;

provided that if (x) such payment is a payment of the principal amount of any Loans or any Letter of Credit Exposure in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in **Section 3.2** were satisfied or waived, such payment shall be applied solely to pay the Loans of, and obligations in respect of Letters of Credit owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or obligations in respect of Letters of Credit owed to, such Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this **Section 2.22(a)(ii)** shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) (A) No Defaulting Lender shall be entitled to receive any Commitment Fee for any period during which such Lender is a Defaulting Lender and the Company shall not be required to pay any such fee that otherwise would have been required to have been paid to such Lender.

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which such Lender is a Defaulting Lender only to the extent allocable to its Letter of Credit Exposure for which it has provided Cash Collateral in accordance with **Section 2.22(c)**.

(C) With respect to any Commitment Fee or Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to **Section 2.22(a)(iii)(A)** or **2.22(a)(iii)(B)**, the Borrowers shall (x) pay to each non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's Letter of Credit Exposure or Swingline Exposure that has been reallocated to such non-Defaulting

Lender pursuant to **Section 2.22(a)(iv)**, (y) pay to the Fronting Bank and the Swingline Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Fronting Bank's or Swingline Lender's Fronting Exposure to such Defaulting Lender and (z) not be required to pay the remaining amount of any such fee.

(iv) All or any part of such Defaulting Lender's Letter of Credit Exposure and Swingline Exposure shall automatically (effective on the day such Lender becomes a Defaulting Lender) be reallocated among the non-Defaulting Lenders in accordance with their respective Credit Exposures (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the Credit Exposure of any non-Defaulting Lender to exceed such non-Defaulting Lender's Commitment.

(v) If the reallocation described in **Section 2.22(a)(iv)** cannot, or can only partially, be effected, the applicable Borrowers shall, without prejudice to any right or remedy available to it hereunder or under law, (A) first, prepay Swingline Loans in an amount equal to the Swingline Lender's Fronting Exposure and (b) second, Cash Collateralize the Fronting Bank's Fronting Exposure in accordance with the procedures set forth in **Section 2.22(c)**.

(b) If the Borrowers, the Administrative Agent, the Fronting Bank and the Swingline Lender agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), such Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolving Loans, Syndicated Letters of Credit and funded and unfunded participations in Participated Letters of Credit and Swingline Loans to be held on a pro rata basis by the Lenders in accordance with their respective Credit Exposures (without giving effect to **Section 2.22(a)(iii)**), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of any Borrower while such Lender was a Defaulting Lender; provided further that, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

(c) At any time that there shall exist a Defaulting Lender, within two Business Days upon the request of the Administrative Agent, the Fronting Bank or the Swingline Lender, the applicable Borrowers shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover all Fronting Exposure (after giving effect to **Section 2.22(a)(iii)** and any Cash Collateral provided by the Defaulting Lender).

(i) All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in blocked, non-interest bearing deposit accounts with the Administrative Agent. The applicable Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the Fronting Bank and the Lenders (including the Swingline Lender), and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to **Section 2.22(c)(ii)**. If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure and other obligations secured thereby, the applicable Borrower or the relevant

Defaulting Lender will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(ii) Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under this **Section 2.22** in respect of Letters of Credit or Swingline Loans shall be held and applied to the satisfaction of the Defaulting Lender's obligation to fund participations in specific Letter of Credit Exposure or specific Swingline Exposure (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee)) or (ii) the Administrative Agent's good faith determination that there exists excess Cash Collateral; provided, however, that (x) Cash Collateral furnished by or on behalf of the applicable Borrower shall not be released during the continuance of a Default (and following application as provided in this **Section 2.22** may be otherwise applied in accordance with **Section 2.13**) and (y) the Person providing Cash Collateral and the Fronting Bank or Swingline Lender, as applicable, may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.23 Extension of Commitment Termination Date.

(a) The Company may, by notice to the Administrative Agent (who shall promptly notify the Lenders) given in writing not more than ninety (90) days and not later than thirty (30) days prior to any anniversary of the Closing Date (each such anniversary date, the relevant "Extension Date"), on no more than two (2) occasions during the term of this Agreement, request that each Lender extend such Lender's Commitment Termination Date for a period of one (1) year from the Commitment Termination Date then in effect hereunder (the "Existing Commitment Termination Date"); *provided* that the Commitment Termination Date, after giving effect to any such extension, shall not be later than five (5) years after the effective date of such extension.

(i) Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given in writing not earlier than sixty (60) days prior to the Extension Date and not later than fifteen (15) days prior to the Extension Date (the date that is fifteen (15) days prior to the Extension Date being the "Notice Date"), advise the Administrative Agent if such Lender accepts the extension request from the Company (and each Lender that determines not to so extend its Commitment Termination Date (each, a "Non-Extending Lender") shall notify the Administrative Agent of such fact promptly after such determination and in any event no later than the Notice Date) and any Lender that does not so advise the Administrative Agent on or before the Notice Date shall be deemed to be a Non-Extending Lender. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree.

(ii) The Administrative Agent shall notify the Company of each Lender's determination under this **Section 2.23(a)** no later than the date that is ten (10) days prior to the Extension Date (or, if such date is not a Business Day, on the next preceding Business Day).

(iii) The Company shall have the right on or before the Extension Date to replace each Non-Extending Lender with, and add as "Lenders" under this Agreement in place thereof, one or more Eligible Assignees (each, an "Additional Commitment Lender") with the approval of the Administrative Agent, the Swingline Lender and the Fronting Bank (which approvals shall not be

unreasonably withheld, conditioned or delayed), each of which Additional Commitment Lenders shall have entered into an agreement in form and substance reasonably satisfactory to the Borrowers and the Administrative Agent pursuant to which such Additional Commitment Lender shall, effective as of the Extension Date, undertake a Commitment (and, if any such Additional Commitment Lender is already a Lender, its Commitment shall be in addition to such Lender's Commitment hereunder on such date).

(iv) If (and only if) the total of the Commitments of the Lenders that have agreed to extend their Commitment Termination Date and the additional Commitments of the Additional Commitment Lenders shall be more than 50% of the aggregate amount of the Commitments in effect immediately prior to the Extension Date, then, effective as of the Extension Date, the Commitment Termination Date of each extending Lender and of each Additional Commitment Lender shall be extended to the date falling one (1) year after the Existing Commitment Termination Date (except that, if such date is not a Business Day, such Commitment Termination Date as so extended shall be the next preceding Business Day) and each Additional Commitment Lender shall thereupon become a "Lender" for all purposes of this Agreement and the other Credit Documents.

(v) Notwithstanding the foregoing, the extension of the Commitment Termination Date pursuant to this **Section 2.23(a)** shall not be effective with respect to any Lender unless:

(A) no Default or Event of Default shall have occurred and be continuing on the date of such extension and after giving effect thereto; and

(B) the representations and warranties contained in this Agreement are true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects) on and as of the date of such extension and after giving effect thereto, as though made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

(vi) On or before the Commitment Termination Date of each Non-Extending Lender, the applicable Borrowers shall pay in full (i) the principal of and interest on all of the Revolving Loans made by such Non-Extending Lender to the Borrowers hereunder and (ii) all other amounts owing to such Lender hereunder.

2.24 Additional Borrowers. The Company may at any time, upon not less than ten (10) Business Days' notice to the Administrative Agent, designate any Wholly-Owned Subsidiary of the Company that is organized under the laws of the United States or a State thereof as a Borrower (each such Subsidiary, an "Additional Borrower") to request Letters of Credit and Loans hereunder by delivering to the Administrative Agent (which shall promptly deliver counterparts thereof to each Lender) a duly executed notice and agreement in substantially the form of **Exhibit H-1** (an "Additional Borrower Joinder Agreement"). As a condition to any Additional Borrower joining this Agreement as a Borrower and becoming entitled to utilize the credit facilities provided for herein, the Administrative Agent shall have received such supporting resolutions, incumbency certificates, opinions of counsel and other documents or information that it may reasonably request and any information reasonably necessary for any Lender to satisfy its "know-your-customer" obligations as required by law. Promptly following receipt of the executed Additional Borrower Joinder Agreement and all such requested resolutions, incumbency certificates, opinions of counsel and other documents or information, the Administrative Agent shall notify the Company and the Lenders specifying the effective date upon which the Additional Borrower shall constitute a Borrower for purposes hereof, whereupon such Additional Borrower may request Letters of Credit and Loans hereunder on the terms and conditions set forth herein, and each of the parties agrees that such Additional Borrower otherwise shall be a Borrower for all purposes of this Agreement.

2.25 Termination of Subsidiary Borrowers. So long as there shall be no Loans or Letters of Credit outstanding with respect to any Borrower who is a subsidiary of the Company (a "Subsidiary Borrower") or other amounts owing hereunder or under the other Credit Documents by such Subsidiary Borrower (or any pending borrowing request by such Subsidiary Borrower), the Company may elect to terminate such Subsidiary Borrower as a Borrower hereunder by delivering to the Administrative Agent a notice substantially in the form of **Exhibit H-2** or any other form approved by the Administrative Agent (each a "Subsidiary Borrower Termination Notice"), duly completed and executed by an Authorized Officer of the Company. Any Subsidiary Borrower Termination Notice furnished hereunder shall be effective upon receipt thereof by the Administrative Agent (which shall promptly so notify the Lenders), whereupon all commitments of the Lenders to make Loans to such Subsidiary Borrower or to Issue Letters of Credit for the account of such Subsidiary Borrower, and the rights of such Subsidiary Borrower to borrow Loans and request Letters of Credit hereunder shall terminate and such Subsidiary Borrower shall immediately cease to be a Borrower hereunder and a party hereto; provided that, notwithstanding anything herein to the contrary, the delivery of a Subsidiary Borrower Termination Notice with respect to any Subsidiary Borrower shall not terminate or discharge (i) any obligation of such Subsidiary Borrower that remains unpaid at such time or (ii) the obligations of the Company under **Article XI** with respect to any such unpaid obligations.

## ARTICLE III

## CONDITIONS PRECEDENT

3.1 Conditions Precedent to the Closing Date. The amendment and restatement of the Existing Credit Agreement and the obligation of each Lender to make Credit Extensions hereunder shall become effective on the date (such date, the "Closing Date") on which each of the following conditions precedent is satisfied:

(a) The Administrative Agent shall have received the following, each of which shall be originals or in an electronic format acceptable to the Administrative Agent (followed promptly by originals in the case of Notes) unless otherwise specified, each properly executed by a Responsible Officer of the applicable Borrower, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date prior to the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement;

(ii) Notes executed by each Borrower in favor of each Lender requesting a Note;

(iii) customary opinions requested by the Administrative Agent, all in form and substance reasonably satisfactory to the Administrative Agent;

(iv) a certificate, signed by an Authorized Officer of the Company, certifying that (A) all representations and warranties of the Borrowers contained in this Agreement and the other Credit Documents are true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects) as of the Closing Date, both immediately before and after giving effect to the transactions contemplated hereby (except to the extent any such representation or warranty is expressly stated to have been made as of a specific date, in which case such representation or warranty shall be true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects) as of such date), (B) no Default or Event of Default has occurred and is continuing, both immediately before and after giving effect to the consummation of the transactions contemplated hereby, (C) no change, occurrence or development shall have occurred or become known to the Company since December 31, 2024 that would

reasonably be expected to have a Material Adverse Effect, and (D) all conditions precedent to the Closing Date set forth in this Section 3.1 have been satisfied or waived as required hereunder;

(v) a certificate of the secretary or an assistant secretary of each Borrower certifying (A) that attached thereto is a true and complete copy of the articles or certificate of incorporation or formation and all amendments thereto of such Borrower, certified as of a recent date by the Secretary of State of its jurisdiction of organization, and that the same has not been amended since the date of such certification, (B) that attached thereto is a true and complete copy of the bylaws or operating agreement of such Borrowers, as then in effect and as in effect at all times from the date on which the resolutions referred to in clause (C) below were adopted to and including the date of such certificate, (C) that attached thereto is a true and complete copy of resolutions adopted by the board of directors (or similar governing body) of such Borrower, authorizing the execution, delivery and performance of this Agreement and the other Credit Documents, and (D) as to the incumbency and genuineness of the signature of each officer of such Borrower executing this Agreement or any of such other Credit Documents, and attaching all such copies of the documents described above;

(vi) the Financial Condition Certificate signed by an Authorized Officer of the Company confirming that, as of the Closing Date, after giving effect to the consummation of the transactions contemplated hereby each of the Borrowers and their respective Subsidiaries is solvent; and

(vii) a certificate as of a recent date of the good standing of each Borrower under the laws of its jurisdiction of organization, from the Secretary of State of such jurisdiction.

(b) All material governmental authorizations and third-party consents and approvals necessary in connection with the consummation of any of the transactions contemplated hereby shall have been obtained and shall remain in effect and shall not impose any restriction or condition materially adverse to the Administrative Agent or the Lenders; all applicable waiting periods shall have expired without any action being taken or threatened by any Governmental Authority; and no law or regulation shall be applicable, or event shall have occurred, that seeks to enjoin, restrain, restrict, set aside or prohibit, or impose materially adverse conditions upon, the consummation of any of the transactions contemplated hereby.

(c) There shall be no action, suit, proceeding or investigation (whether previously existing, newly instituted or threatened in writing) before, and no order, injunction or decree shall have been entered by, any court, arbitrator or other Governmental Authority, in each case seeking to enjoin, restrain, restrict, set aside or prohibit, to impose material conditions upon, or to obtain substantial damages in respect of, the consummation of any of the transactions contemplated hereby or, other than as may have been specifically disclosed in the Company's annual report on Form 10-K for the fiscal year ending December 31, 2024, that has, or would reasonably be expected to have, a Material Adverse Effect.

(d) The Administrative Agent shall have received copies of the financial statements referred to in **Section 4.12**.

(e) Since December 31, 2024, both immediately before and after giving effect to the consummation of the transactions contemplated hereby, there shall not have occurred (i) a Material Adverse Effect or (ii) any event, condition or state of facts that would reasonably be expected to have a Material Adverse Effect.

(f) The Company shall have paid (i) to Wells Fargo Securities, LLC and the Administrative Agent, the fees required under the Fee Letter to be paid on the Closing Date, in the amounts due and payable on the Closing Date as required by the terms thereof, (ii) to the Administrative Agent, the initial payment

of the annual administrative fee described in the Fee Letter, and (iii) all other fees and reasonable expenses of the Arrangers, the Administrative Agent, the L/C Agent, the Fronting Bank and the Lenders required to be paid on or prior to the Closing Date (including reasonable fees and expenses of counsel) in connection with this Agreement, the other Credit Documents and the transactions contemplated hereby to the extent invoiced at least two Business Days prior to the Closing Date; provided, however, that nothing in the preceding sentence shall be deemed a waiver of the Company's obligations set forth in Section 10.1.

(g) The Company shall have paid all accrued and unpaid fees and interest, if any, under the Existing Credit Agreement as of the Closing Date.

(h) The Administrative Agent shall have received an Account Designation Letter for each Borrower.

(i) The Administrative Agent and the Lenders shall have received from each Borrower all documentation and other information requested by the Administrative Agent that is required to satisfy applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act. At least five (5) day prior to the Closing Date, each Borrower shall have delivered to the Administrative Agent and directly to any Lender requesting the same, a Beneficial Ownership Certification in relation to it (or a certification that such Borrower qualifies for an express exclusion to the "legal entity customer" definition under the Beneficial Ownership Regulation).

Without limiting the generality of the provisions of **Section 9.4**, for purposes of determining compliance with the conditions specified in this **Section 3.1**, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

3.2 Conditions to All Credit Extensions. The obligation of each Lender to make any Credit Extensions hereunder (but excluding Revolving Loans made for the purpose of repaying Refunded Swingline Loans pursuant to Section 2.2(d) and Borrowings as a result of conversions and continuations of outstanding Loans pursuant to Section 2.12), and the obligation of each Issuing Bank to Issue any Letters of Credit hereunder, is subject to the satisfaction of the following conditions precedent on the relevant Borrowing Date or date of Issuance:

(a) The applicable Borrower shall have delivered a Notice of Borrowing in accordance with **Section 2.2(a),** a Notice of Swingline Borrowing in accordance with **Section 2.2(c)**, or a Letter of Credit Notice in accordance with **Section 2.5(a)(ii)** or **2.5(b)(ii)**, as applicable;

(b) Each of the representations and warranties set forth in this Agreement and in the other Credit Documents shall be true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects) on and as of the date of any Credit Extension, with the same effect as if made on and as of such date, both immediately before and after giving effect to such Credit Extension (except to the extent any such representation or warranty is expressly stated to have been made as of a specific date, in which case such representation or warranty shall be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects) as of such date), provided that the representations and warranties contained in subsection (a) and (b) of **Section 4.12** shall be deemed to refer to the most recent financial statement furnished pursuant to **Section 5.1**;

(c) No Default or Event of Default shall have occurred and be continuing on such date, both immediately before and after giving effect to such Credit Extension;

(d) With respect to the making of any Loan, the applicable limitation on amounts set forth under **Section 2.1** shall not have been exceeded; and

(e) With respect to the Issuance of any Letter of Credit, the applicable conditions in **Section 2.5(c)** shall have been satisfied.

Each giving of a Notice of Borrowing, a Notice of Swingline Borrowing or a Letter of Credit Notice, and the consummation of each Credit Extension, shall be deemed to constitute a representation and warranty by the applicable Borrower that the statements contained in **Sections 3.2(b)** through **3.2(e)** above are true as of the date such Credit Extension is made.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent, the Issuing Banks and the Lenders to enter into this Agreement and to induce the Lenders and the Issuing Banks to extend the credit contemplated hereby, the Company represents and warrants to the Administrative Agent, the Issuing Banks and the Lenders as follows:

4.1 Corporate Organization and Power. Each Borrower and each Material Subsidiary (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has the full corporate power and authority to own and hold its property and to engage in its business as presently conducted, and (iii) is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the nature of its business or the ownership of its properties requires it to be so qualified, except in the case of clauses (ii) and (iii) where the failure to have such power and authority or to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Borrower or any of their respective Subsidiaries is an Affected Financial Institution.

4.2 Authorization; Enforceability.

(a) Each Borrower has the full corporate power and authority to execute, deliver and perform its obligations under the Credit Documents and has taken all necessary corporate action to execute, deliver and perform its obligations under each of the Credit Documents, and has validly executed and delivered each of the Credit Documents.

(b) This Agreement constitutes, and each of the other Credit Documents upon execution and delivery by each Borrower will constitute, the legal, valid and binding obligation of each Borrower, enforceable against them in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally or by general equitable principles regardless of whether enforceability is considered in a proceeding in equity or at law, including, without limitation, (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy; and (ii) concepts of materiality, reasonableness, good faith, and fair dealing.

4.3 No Violation. The execution, delivery and performance by each Borrower of this Agreement and each of the other Credit Documents, and compliance by it with the terms hereof and thereof, and any Credit Extensions made hereunder, in each case do not and will not (i) violate any provision of its certificate of incorporation, bylaws or other organizational documents, (ii) contravene any Requirement of Law applicable to it or (iii) conflict with, result in a breach of, or the creation of any Lien under, or require any payment to be made under, or constitute (with notice, lapse of time or both) a default under any material indenture, agreement or other instrument to which it is a party, by which it or any of its properties is bound or to which it is subject, other than, in the case of clauses (ii) and (iii), such contraventions, conflicts, breaches,

Liens, payments and defaults that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.4 Governmental and Third-Party Authorization; Permits.

(a) No consent, approval, authorization or other action by, notice to, or registration or filing with, any Governmental Authority or other Person is or will be required as a condition to or otherwise in connection with the due execution, delivery and performance by any Borrower of this Agreement or any of the other Credit Documents or the legality, validity or enforceability hereof or thereof or the request by any Borrower of any Credit Extensions hereunder, in each case other than such consents, approvals, authorizations and other actions that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Each Borrower and the Material Subsidiaries have, and are in good standing with respect to, all governmental approvals, licenses, permits and authorizations necessary to conduct their business as presently conducted and to own or lease and operate its properties, except for those the failure to obtain which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.5 Insurance Licenses. **Schedule 4.5** lists with respect to each Domestic Insurance Subsidiary that is a Material Subsidiary, as of the Closing Date, all of the jurisdictions in which such Insurance Subsidiary holds licenses (including, without limitation, licenses or certificates of authority from relevant Insurance Regulatory Authorities), permits or authorizations to transact insurance and reinsurance business (collectively, "Licenses"), and indicates the type or types of insurance in which each such Insurance Subsidiary is permitted to be engaged with respect to each License therein listed. (i) No License held by any Insurance Subsidiary that is a Material Subsidiary is the subject of a proceeding for suspension, revocation or limitation or any similar proceedings, and (ii) no such suspension, revocation or limitation is threatened in writing by any relevant Insurance Regulatory Authority, that, in each instance under (i) and (ii) above, would individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. As of the Closing Date, no Insurance Subsidiary that is a Material Subsidiary transacts any insurance or reinsurance business, directly or indirectly, in any jurisdiction without a license where such business requires any license, permit or other authorization of an Insurance Regulatory Authority of such jurisdiction except to the extent that the failure to have any such license, permit or other authorization would not reasonably be expected to have a Material Adverse Effect.

4.6 Litigation. There are no actions, investigations, suits or proceedings pending or, to the knowledge of a Responsible Officer of any Borrower, threatened in writing, at law or in equity before any court, arbitrator or other Governmental Authority, against or affecting, and no Wells Notice has been received by, any Borrower (other than, solely with respect to the following clause (i), as may have been specifically disclosed in the Company's annual report on Form 10-K for the fiscal year ending December 31, 2024) (i) that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, or (ii) with respect to this Agreement, any of the other Credit Documents or the consummation of the transactions contemplated hereby.

4.7 Taxes. Each Borrower and each Material Subsidiary has filed all federal, state, local and foreign tax returns and reports required to be filed by it and has paid all Taxes, assessments, fees and other charges levied upon it or upon its properties that are shown thereon as due and payable, other than (i) those Taxes, assessments, fees and other charges that are being contested in good faith and by proper proceedings and for which adequate reserves have been established in accordance with GAAP (if so required), or (ii) where the failure to file such returns and reports or the failure to pay such Taxes, assessments, fees and other charges would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no ongoing audit or examination or other investigation by any Governmental Authority of the tax liability of any Borrower or any Material Subsidiary the outcome of which would reasonably be

expected to have a Material Adverse Effect. There is no unresolved claim by any Governmental Authority concerning the tax liability of any Borrower or any Material Subsidiary for any period for which tax returns have been or were required to have been filed, other than claims for which adequate reserves have been established in accordance with GAAP (if so required) or that would not reasonably be expected to have a Material Adverse Effect.

4.8 Subsidiaries.

(a) Set forth on **Schedule 4.8** is a complete and accurate list of all of the Material Subsidiaries of the Company as of the Closing Date, together with, for each such Subsidiary, (i) the jurisdiction of organization of such Subsidiary, (ii) each Person holding Equity Interests in such Subsidiary and (iii) the percentage of ownership of such Subsidiary represented by such Equity Interests. Each of the Company and its Material Subsidiaries owns, free and clear of Liens, and has the unencumbered right to vote, all outstanding Equity Interests in each Person shown to be held by it on **Schedule 4.8**.

(b) No Material Subsidiary is a party to any agreement or instrument or otherwise subject to any restriction or encumbrance that restricts or limits its ability to make dividend payments or other distributions in respect of its Equity Interests, to repay Indebtedness owed to any Borrower, to make loans or advances to any Borrower, or to transfer any of its assets or properties to any Borrower, in each case other than such restrictions or encumbrances existing under or by reason of the Credit Documents or applicable Requirements of Law.

4.9 Full Disclosure. All written information heretofore, contemporaneously or hereafter furnished in writing to the Administrative Agent, the Arrangers or any Lender by or on behalf of each Borrower for purposes of or in connection with this Agreement, the other Credit Documents and the transactions contemplated hereby (other than projections, estimates, forecasts and information of a general economic or industry specific nature), is and will be complete and correct in all material respects as of the date so furnished and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which the same were made; provided that, with respect to projected financial information, the Company represents only that such information was prepared in good faith based upon assumptions believed by the Company to be reasonable at the time made. As of the Closing Date, there is no fact known to any Borrower that has, or would reasonably be expected to have, a Material Adverse Effect, which fact has not been set forth herein, in the financial statements of the Company and its Subsidiaries furnished to the Administrative Agent and/or the Lenders, or in any certificate, opinion or other written statement made or furnished by such Borrower to the Administrative Agent and/or the Lenders. As of the Closing Date, all of the information included in each Borrower's Beneficial Ownership Certification is true and correct in all respects.

4.10 Margin Regulations. No Borrower or any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock. No proceeds of any Credit Extension will be used, directly or indirectly, by any Borrower or any of its Subsidiaries to purchase or carry any Margin Stock, to extend credit for such purpose or for any other purpose, in each case that would violate Regulations T, U or X or any provision of the Exchange Act as if such regulations or statute applied to such Person. After applying the proceeds of any Credit Extension, not more than 25 percent of the assets (as determined by any reasonable method) of any Borrower or any of its Subsidiaries is represented by Margin Stock.

4.11 No Material Adverse Effect. Since December 31, 2024, there has not occurred any event, condition or state of facts, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

4.12 Financial Matters.

(a) The Company has heretofore made available to the Administrative Agent copies of the audited consolidated balance sheets of the Company and its Subsidiaries for the fiscal years ending December 31, 2022, December 31, 2023 and December 31, 2024 and the related statements of income, stockholders' equity and cash flows for the fiscal years or period then ended, together with the opinion of Ernst & Young LLP thereon. Such consolidated financial statements (A) have been prepared in accordance with GAAP (subject, with respect to the unaudited financial statements, to the absence of notes required by GAAP and to normal year-end adjustments) and (B) present fairly in all material respects the consolidated financial condition of the Company and its Subsidiaries, and the results of their operations and their cash flows, as of the dates and for the periods indicated.

(b) The Company has heretofore made available to the Administrative Agent copies of the Annual Statements of each Insurance Subsidiary that is a Material Subsidiary as of December 31, 2022, 2023 and 2024 for the fiscal years then ended, each as filed with the relevant Insurance Regulatory Authority (collectively, the "Historical Statutory Statements"). The Historical Statutory Statements (including, without limitation, the provisions made therein for investments and the valuation thereof, reserves, policy and contract claims and statutory liabilities) have been prepared, in all material respects, in accordance with SAP (except as may be reflected in the notes thereto), were in all material respects, in compliance with applicable Requirements of Law when filed and present fairly in all material respects the financial condition of the respective Insurance Subsidiaries covered thereby as of the respective dates thereof and the results of operations, changes in capital and surplus and cash flows of the respective Insurance Subsidiaries covered thereby for the respective periods then ended. Except for liabilities and obligations disclosed or provided for in the Historical Statutory Statements (including, without limitation, reserves, policy and contract claims and statutory liabilities), no Insurance Subsidiary that is a Material Subsidiary had, as of the date of its respective Historical Statutory Statements, any material liabilities or obligations of any nature whatsoever (whether absolute, contingent or otherwise and whether or not due) that, in accordance with SAP, would have been required to have been disclosed or provided for in such Historical Statutory Statements.

4.13 Ownership of Properties. Each Borrower and each Material Subsidiary (i) has good and marketable title to all real property owned by it, (ii) holds interests as lessee under valid leases in full force and effect with respect to all material leased real and personal property used in connection with its business, and (iii) has good title to all of its other material properties and assets necessary or used in the ordinary course of its business, except, with respect to the foregoing clauses (i) – (iii), such defects in title that would be a Permitted Liens hereunder or would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.14 ERISA.

(a) The Company and each of its ERISA Affiliates is in compliance with the applicable provisions of ERISA, and each Plan is and has been administered in compliance with all applicable Requirements of Law, including, without limitation, the applicable provisions of ERISA and the Code, in each case except where the failure so to comply, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No ERISA Event (i) has occurred within the five year period prior to the Closing Date, (ii) has occurred and is continuing, or (iii) to the knowledge of the Company, is reasonably expected to occur with respect to any Plan, except where the occurrence of ERISA Events, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No Plan has any Unfunded Pension Liability as of the most recent annual valuation date applicable thereto, and neither the Company nor any of its ERISA Affiliates has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA, except where the incurrence of any Unfunded Pension Liability or liability in connection with such transactions, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) Neither the Company nor any of its ERISA Affiliates has any outstanding liability on account of a complete or partial withdrawal from any Multiemployer Plan, and neither the Company nor any of its ERISA Affiliates would become subject to any liability under ERISA if any such Person were to withdraw completely from all Multiemployer Plans as of the most recent valuation date, except where the incurrence of any such liabilities, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No Multiemployer Plan is "insolvent" within the meaning of such term under ERISA, except where the existence of such insolvency, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(c) The Borrowers shall not use any of the "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA or otherwise) of one or more of their Benefit Plans in connection with the Loans, the Letters of Credit or Commitments.

4.15 Compliance with Laws. Each Borrower has filed all material reports, documents and other materials required to be filed by it under all applicable Requirements of Law with any Governmental Authority, has retained all material records and documents required to be retained by it under all applicable Requirements of Law, and is otherwise in compliance with all applicable Requirements of Law in respect of the conduct of its business and the ownership and operation of its properties, except in each case to the extent that the failure to comply therewith, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

4.16 Investment Company Act. No Borrower or any of the Domestic Insurance Subsidiaries is an "investment company," a company "controlled" by an "investment company," or an "investment advisor," within the meaning of the Investment Company Act.

4.17 Insurance. The assets, properties and business of each Borrower and each Material Subsidiary are insured against such hazards and liabilities, under such coverages and in such amounts, as are customarily maintained by prudent companies similarly situated and under policies issued by insurers of recognized responsibility.

4.18 Senior Debt Status. Each Borrower's obligations under this Agreement and each other Credit Document to which it is a party rank pari passu as to priority of payment and in all other respects with all other material unsecured and unsubordinated Indebtedness of such Borrower, with the exception of those obligations that are mandatorily preferred by law and not by contract.

4.19 Anti-Corruption Laws; Anti-Money Laundering Laws and Sanctions.

(a) None of (i) the Company, any Subsidiary, or, to the knowledge of the Company or such Subsidiary, any of their respective directors, officers or employees, or (ii) to the knowledge of the Company or any Subsidiary, any agent or representative of the Company or any Subsidiary that will act in any capacity in connection with or benefit from this Agreement, (A) is a Sanctioned Person or currently the subject or target of any Sanctions, (B) is controlled by or is acting on behalf of a Sanctioned Person, (C) is under administrative, civil or criminal investigation for an alleged violation of, or received notice from or made a voluntary disclosure to any governmental entity regarding a possible violation of, Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions by a governmental authority that enforces Sanctions or any Anti-Corruption Laws or Anti-Money Laundering Laws or (D) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons.

(b) Each of the Company and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by the Company and its Subsidiaries and their respective directors, officers, employees and agents with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(c) Each of the Company and its Subsidiaries and, to the knowledge of the Company or any of its Subsidiaries, each director, officer, employee and agent of the Company and each such Subsidiary, is in compliance in all material respects with all applicable Anti-Corruption Laws and Anti-Money Laundering Laws and is in compliance with all applicable Sanctions.

(d) No proceeds of any Credit Extension have been used in violation of **Section 2.15**.

Each reference to "Subsidiary" in this Section includes the Securitization Subsidiary and its Wholly Owned Subsidiaries.

4.20 Outbound Investment Rules. No Borrower nor any Subsidiary thereof is both (a) a "covered foreign person" as that term is used in the Outbound Investment Rules and (b) currently engaging, or has any present intention to engage in the future, directly or indirectly, in (i) a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, if such Borrower or Subsidiary were a U.S. Person or (iii) any other activity that would cause the Administrative Agent, any Lender or any Issuing Bank to be in violation of the Outbound Investment Rules or cause the Administrative Agent, any Lender or any Issuing Bank to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.

## ARTICLE V

## AFFIRMATIVE COVENANTS

Until the termination of the Commitments, the termination or expiration with no pending drawings of all Letters of Credit and the payment in full in cash of all principal and interest with respect to the Loans and all Reimbursement Obligations together with all fees, expenses and other amounts then due and owing hereunder, the Company covenants and agrees that:

5.1 Financial Statements. The Company will deliver to the Administrative Agent (which shall promptly make such information available to each Lender):

(a) Within 45 days (or, if earlier and if applicable to the Company, the quarterly report deadline under the Exchange Act rules and regulations) after the end of each of the first three fiscal quarters in each fiscal year of the Company, beginning with the first quarter of fiscal year 2025, an unaudited consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal quarter and unaudited (i) consolidated income statement and consolidated statement of stockholders' equity for the Company and its Subsidiaries and (ii) a consolidated statement of cash flow for the Company for that portion of the fiscal year then ended, all in reasonable detail and certified by the chief executive officer or chief financial officer of the Company to the effect that such financial statements present fairly in all material respects the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, in accordance with GAAP (subject to the absence of notes required by GAAP and normal year-end adjustments) applied on a basis consistent with that of the preceding quarter or containing disclosure of the effect on the financial condition or results of operations of any change in the application of accounting principles and practices during such quarter, it being understood and agreed that the filing of the Company's Form 10-Q with the SEC shall satisfy the requirements in this **Section 5.1(a)** (subject to the time periods set forth in this **Section 5.1(a)**);

(b) Within 90 days (or, if earlier and if applicable to the Company, the annual report deadline under the Exchange Act rules and regulations) after the end of each fiscal year, beginning with fiscal year 2025, an audited consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal year and the related (i) audited consolidated income statements and consolidated statements of stockholders' equity for the Company and its Subsidiaries and (ii) an audited consolidated statement cash flow for the

Company for the fiscal year then ended, including the notes thereto, all in reasonable detail and (with respect to the audited statements) certified by Ernst & Young LLP or another independent certified public accounting firm of recognized national standing reasonably acceptable to the Administrative Agent, together with (y) a report thereon by such accountants that is not qualified as to going concern or scope of audit and to the effect that such financial statements present fairly in all material respects the consolidated financial condition, results of operations and cash flows of the Company and its Subsidiaries as of the dates and for the periods indicated, in accordance with GAAP applied on a basis consistent with that of the preceding year or containing disclosure of the effect on the financial condition or results of operations of any change in the application of accounting principles and practices during such year, it being understood and agreed that the filing of the Company's Form 10-K with the SEC shall satisfy the requirements in this **Section 5.1(b)** (subject to the time periods set forth in this **Section 5.1(b)**);

(c) Concurrently with each delivery of the financial statements described in **Sections 5.1(a)** and **5.1(b)**, a Compliance Certificate with respect to the period covered by the financial statements being delivered thereunder, executed by a Financial Officer of the Company, together with a Covenant Compliance Worksheet reflecting the computation of the financial covenants set forth in **Article VI** as of the last day of the period covered by such financial statements; and

(d) Promptly after the required filing date, any Annual Statement and Quarterly Statement required to be filed with any Insurance Regulatory Authority by any Borrower or any Insurance Subsidiary that is a Material Subsidiary, in each case in the form filed with such Insurance Regulatory Authority in conformity with the requirements thereof.

Documents required to be delivered pursuant to this **Section 5.1** and **5.2(a)** may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the earlier of (i) the date on which such documents have been posted on the Company's website (for the documents delivered pursuant to **Section 5.1(d)**) or on the SEC's website (for the documents delivered pursuant to **Sections 5.1(a), 5.1(b)** and **5.2(a)**); or (ii) the date on which such documents are posted on the Company's behalf on the Platform. If the Company is unable to deliver such documents electronically, the Company shall deliver paper copies of such documents to the Administrative Agent or such Lender. The Company shall notify (which may be by electronic mail) the Administrative Agent of the posting on its website of the documents delivered pursuant to **Section 5.1(d)**. The Administrative Agent shall have no obligation to request the delivery of, or to maintain copies of, the documents to be delivered pursuant to this **Section 5.1** or **5.2(a)**, and each Lender shall be solely responsible for maintaining its copies of such documents.

Each Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on the Platform and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrowers or their securities) (each, a "Public Lender"). The Borrowers hereby agree that so long as the Borrowers or any of their Affiliates thereof is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities (i) the Borrowers shall ensure that all Borrower Materials that contain only publicly available information regarding the Borrowers and their business are clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Borrower Materials "PUBLIC," the Borrowers shall be deemed to have authorized the Administrative Agent and the Lenders to treat the Borrower Materials as not containing material non-public information with respect to the Borrowers or their securities for purposes of United States federal and state securities laws; (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor"; and (iv) the Administrative Agent shall be entitled to treat any Information not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public Investor".

5.2 Other Business and Financial Information. The Company shall, and shall cause each of its Subsidiaries to, deliver to the Administrative Agent (which shall promptly make such information available to each Lender):

(a) Promptly upon the sending or filing thereof, copies of (i) all financial statements, reports, notices and proxy statements that the Company shall send or make available generally to its shareholders and (ii) all regular, periodic and special reports, registration statements and prospectuses (other than on Form S-8) that the Company shall render to or file with the SEC;

(b) Promptly upon (and in any event within (1) for clause (i) below, five Business Days after, and (2) for clauses (ii) – (v) below, 10 Business Days after) any Responsible Officer of the Company obtaining knowledge thereof, written notice of any of the following:

(i) the occurrence of any Default or Event of Default, together with a written statement of a Responsible Officer of the Company specifying the nature of such Default or Event of Default, the period of existence thereof and the action that the Company has taken and proposes to take with respect thereto;

(ii) the institution or written threat of institution of any action, suit, investigation or proceeding against or affecting any Unum Party, including any such investigation or proceeding by any Insurance Regulatory Authority or other Governmental Authority (other than routine periodic inquiries, investigations or reviews), that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect;

(iii) the receipt by any Unum Party from any Insurance Regulatory Authority or other Governmental Authority of (A) any Wells Notice, (B) any written notice asserting any failure by any Unum Party to be in compliance with any Requirement of Law or that threatens the taking of any action against any Unum Party or sets forth circumstances that, if taken or adversely determined, would reasonably be expected to have a Material Adverse Effect, or (C) any notice of any actual or threatened suspension, limitation or revocation of, failure to renew, imposition of any restraining order, escrow or impoundment of funds in connection with, or the taking of any other materially adverse action in respect of, any license, permit, accreditation or authorization of any Unum Party, where such action would reasonably be expected to have a Material Adverse Effect;

(iv) the occurrence of any ERISA Event that would reasonably be expected to have a Material Adverse Effect, together with (x) a written statement of a Responsible Officer of the Company specifying the details of such ERISA Event and the action that the Company or the applicable ERISA Affiliate has taken and proposes to take with respect thereto, (y) a copy of any notice with respect to such ERISA Event that may be required to be filed with the PBGC and (z) a copy of any notice delivered by the PBGC to the Company or the applicable ERISA Affiliate with respect to such ERISA Event; and

(v) any other matter or event that has, or would reasonably be expected to have, a Material Adverse Effect, together with a written statement of a Responsible Officer of the Company setting forth the nature and period of existence thereof and the action that the affected Unum Parties have taken and propose to take with respect thereto; and

(c) As promptly as reasonably possible, such other information about the business, condition (financial or otherwise), operations or properties of any Unum Party as the Administrative Agent or any Lender may from time to time reasonably request.

5.3 Maintenance of Existence; Conduct of Business. Each Borrower shall, and shall cause each of the Material Subsidiaries to, (i) maintain and preserve in full force and effect its legal existence, except as

expressly permitted otherwise by **Section 7.1**, (ii) obtain, maintain and preserve in full force and effect all other rights, franchises, licenses, permits, certifications, approvals and authorizations required by Governmental Authorities and necessary to the ownership, occupation or use of its properties or the conduct of its business, except to the extent the failure to do so would not reasonably be expected to have a Material Adverse Effect, and (iii) keep all material properties in good working order and condition (normal wear and tear and damage by casualty excepted) and from time to time make all necessary repairs to and renewals and replacements of such properties, except to the extent that any of such properties are obsolete or are being replaced or, in the good faith judgment of such Borrower, are no longer useful or desirable in the conduct of the business of the Unum Parties or to the extent the failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.4 Compliance with Laws. Each Borrower shall, and shall cause each of the Material Subsidiaries to, comply in all respects with all Requirements of Law applicable in respect of the conduct of its business and the ownership and operation of its properties, except to the extent the failure so to comply would not reasonably be expected to have a Material Adverse Effect.

5.5 Payment of Obligations. Such Borrower shall, and shall cause each of the Material Subsidiaries to, (i) pay, discharge or otherwise satisfy at or before maturity all liabilities and obligations as and when due (subject to any applicable subordination, grace and notice provisions), except to the extent failure to do so would not reasonably be expected to have a Material Adverse Effect, and (ii) pay and discharge all material taxes, assessments and governmental charges or levies imposed upon it, upon its income or profits or upon any of its properties, prior to the date on which penalties would attach thereto, and all lawful claims that, if unpaid, would become a Lien (other than a Permitted Lien) upon any of the properties of any Unum Party; provided, however, that no Unum Party shall be required to pay any such tax, assessment, charge, levy or claim that is being contested in good faith and by proper proceedings and as to which such Unum Party is maintaining adequate reserves with respect thereto in accordance with GAAP (if so required) or where the failure to pay would not reasonably be expected to have a Material Adverse Effect.

5.6 Insurance. Each Borrower shall, and shall cause each of the Material Subsidiaries to, maintain with financially sound and reputable insurance companies not Affiliates of the Borrowers insurance with respect to its assets, properties and business, against such hazards and liabilities, of such types and in such amounts, as is customarily maintained by companies in the same or similar businesses similarly situated.

5.7 Maintenance of Books and Records; Inspection. Each Borrower shall, and shall cause each of its Subsidiaries to, (i) maintain adequate books, accounts and records, in which entries that are full, true and correct in all material respects shall be made of all financial transactions in relation to its business and properties, and prepare all financial statements required under this Agreement, in each case in accordance with GAAP or SAP, as applicable, in all material respects and in compliance in all material respects with the requirements of any Governmental Authority having jurisdiction over it, and (ii) permit employees or agents of the Administrative Agent and, after the occurrence of and during the continuation of a Default or an Event of Default, any Lender, to visit and inspect its properties and examine or audit its books, records, working papers and accounts and make copies and memoranda of them, and to discuss its affairs, finances and accounts with its officers and, upon notice to such Borrower, the independent public accountants of the Company and its Subsidiaries (and by this provision the Company authorizes such accountants to discuss the finances and affairs of the Company and its Subsidiaries), all at such times and from time to time, upon reasonable notice and during business hours, as may be reasonably requested; provided that, (x) so long as no Event of Default has occurred and is continuing, such Borrower shall only be required to pay the reasonable fees and expenses with respect to one such visit per year and (y) nothing in this **Section 5.7** shall require such Borrower to disclose, permit the inspection, examination or making of copies of or taking abstracts from, or discuss any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Borrowers and their Subsidiaries, (ii) in respect of which disclosure

to the Administrative Agent or any Lender (or any of their respective representatives or contractors) is prohibited by applicable Laws, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which the Borrowers or any of their Subsidiaries owes confidentiality obligations to any third party (provided such confidentiality obligations were not entered into in contemplation of the requirements of this **Section 5.7**).

5.8 Compliance with Anti-Corruption Laws; Beneficial Ownership Regulation, Anti-Money Laundering Laws and Sanctions. Each Borrower will (a) maintain in effect and enforce policies and procedures designed to ensure compliance by such Borrower, its Subsidiaries (including the Securitization Subsidiary and its Wholly Owned Subsidiaries, if applicable) and their respective directors, officers, employees and agents with all Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions, (b) notify the Administrative Agent and each Lender that previously received a Beneficial Ownership Certification (or a certification that such Borrower qualifies for an express exclusion to the "legal entity customer" definition under the Beneficial Ownership Regulation) of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein (or, if applicable, such Borrower ceasing to qualify for an express exclusion to the "legal entity customer" definition under the Beneficial Ownership Regulation) and (c) promptly upon the reasonable request of the Administrative Agent or any Lender, provide the Administrative Agent or such Lender, as the case may be, any information or documentation requested by it for purposes of complying with the Beneficial Ownership Regulation.

5.9 Outbound Investment Rules. No Borrower shall, nor permit any Subsidiary to, both (a) be or become a "covered foreign person", as that term is defined in the Outbound Investment Rules, and (b) engage, directly or indirectly, in (i) a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, if such Borrower or Subsidiary were a U.S. Person or (iii) any other activity that would cause the Administrative Agent, any Lender or any Issuing Bank to be in violation of the Outbound Investment Rules or cause the Administrative Agent, any Lender or any Issuing Bank to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.

## ARTICLE VI

## FINANCIAL COVENANTS

Until the termination of the Commitments, the termination or expiration with no pending drawings of all Letters of Credit and the payment in full in cash of all principal and interest with respect to the Loans and all Reimbursement Obligations together with all fees, expenses and other amounts then due and owing hereunder, the Company covenants and agrees that:

6.1 Maximum Consolidated Indebtedness to Total Capitalization. The ratio of Consolidated Indebtedness to Total Capitalization shall not be greater than 0.35 to 1.0 at any time.

6.2 Minimum Consolidated Net Worth. Consolidated Net Worth shall be at all times an amount not less than the sum of (x) $8,088,120,000, plus (y) 50% of the aggregate net cash proceeds received from any issuance of Equity Interests of the Company or any of its Subsidiaries consummated on or after December 31, 2024 (excluding Equity Interests of a Subsidiary issued to the Company or another Subsidiary and Equity Interests issued to employees, officers and directors under incentive or employee stock purchase plans).

The Company's obligation in this Agreement to maintain compliance at all times with the financial covenants in **Sections 6.1** and **6.2** does not mean that the Company will be required to affirmatively calculate such ratios on a daily basis (rather, the Company will affirmatively calculate such ratios when required by

**Section 5.1(c)** or as may otherwise be required by applicable law); provided that this sentence shall in no case limit or otherwise alter the Company's absolute obligation (x) to maintain compliance with such ratios in **Sections 6.1** and **6.2** at all times and (y) to notify the Administrative Agent and Lenders pursuant to **Section 5.2(b)(i)** of any such non-compliance with any of those ratios at any time.

## ARTICLE VII

## NEGATIVE COVENANTS

Until the termination of the Commitments, the termination or expiration with no pending drawings of all Letters of Credit and the payment in full in cash of all principal and interest with respect to the Loans and all Reimbursement Obligations together with all fees, expenses and other amounts then due and owing hereunder the Company covenants and agrees that:

7.1 Fundamental Changes. The Company will not, and will not permit or cause any of its Material Subsidiaries or any Borrower to, liquidate, wind up or dissolve, divide, consolidate or merge with or into any other Person, or sell, lease or otherwise transfer, directly or indirectly, all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any other Person, except for:

(a) any Borrower may consolidate or merge with or into any other Person so long as (i) in the case of any consolidation or merger of the Company, the surviving Person is the Company, (ii) in the case of any consolidation or merger of a Borrower that is a Subsidiary of the Company, the surviving Person is a Borrower, (iii) immediately before and after giving effect thereto, no Default or Event of Default would occur or exist and (iv) on a pro forma basis after giving effect to any such merger or consolidation, the Company is in compliance with the financial covenants set forth in **Article VI**;

(b) any Material Subsidiary of the Company that is not a Borrower may consolidate or merge with, or into, (i) a Borrower (so long as a Borrower is the surviving Person), (ii) any Subsidiary of the Company that is not a Borrower so long as either the Material Subsidiary or a Wholly Owned Subsidiary is the surviving Person, or (iii) so long as no Event of Default would occur or exist, any other Person, so long as the Material Subsidiary is the surviving Person and remains a Subsidiary, and, if the Material Subsidiary is a Wholly Owned Subsidiary, then the surviving Person remains a Wholly Owned Subsidiary;

(c) any Material Subsidiary that is not a Borrower may liquidate and distribute its assets to a Borrower or another Material Subsidiary; and

(d) any Borrower that is a Subsidiary may liquidate and distribute its assets to another Borrower.

7.2 Subsidiary Indebtedness. The Company will not permit or cause any of its Subsidiaries to, create, incur or assume any Indebtedness, or become liable (contingent or otherwise) to do any of the foregoing, except for:

(a) Indebtedness incurred under this Agreement and the other Credit Documents;

(b) unsecured Indebtedness incurred by any trust or other special purpose entity created by the Company solely for the purposes of issuing any such unsecured Indebtedness, provided that (i) such Indebtedness is recourse only to such trust or special purpose entity or its assets or equity and (ii) upon the incurrence thereof no Default or Event of Default would occur or exist;

(c) Indebtedness existing on the Closing Date and described in **Schedule 7.2** and any renewals, replacements, refinancings or extensions of any such Indebtedness; provided that the principal amount of such Indebtedness is not increased at the time of such renewal, replacement, refinancing or extension except

by (1) the amount of any existing commitments thereunder, (2) accrued and unpaid interest and premiums thereon and (3) underwriting discounts or other amount paid, and fees, commissions, premiums (including tender premiums) and expenses (including upfront fees, original issue discount or initial yield payments) incurred, in connection with any such renewal, replacement, refinancing or extension;

(d) accrued expenses, current trade or other accounts payable and other current liabilities arising in the ordinary course of business and not incurred through the borrowing of money, in each case to the extent constituting Indebtedness;

(e) Indebtedness which is incurred in connection with any Lien permitted under **Section 7.3** (other than **Section 7.3(r)**);

(f) Securitization Indebtedness;

(g) Indebtedness existing or arising under any Hedge Agreement entered in the ordinary course of business and not for purposes of speculation;

(h) Indebtedness of any Subsidiary to the Company or any other Subsidiary;

(i) Indebtedness which is incurred in connection with any obligation of any Insurance Subsidiary under letters of credit to the extent undrawn supporting the liability of such Insurance Subsidiary in respect of any Primary Policy or Reinsurance Agreement underwritten by such Subsidiary or supporting the obligations of any Subsidiary in its capacity as a reinsurer under any Reinsurance Agreement with respect to credit for reinsurance;

(j) Operating Indebtedness; and

(k) Indebtedness (including any unsecured Indebtedness incurred in connection with Hybrid Equity Securities) not otherwise permitted under the foregoing clauses of this **Section 7.2**, provided that the sum of (1) the aggregate principal amount of all Indebtedness under this **Section 7.2(k)** and (2) the aggregate principal amount of all Indebtedness and other obligations secured by Liens incurred pursuant to **Section 7.3(r)**, without duplication, shall not exceed, as of the date such Indebtedness is created, incurred or assumed, the greater of (A) 10% of Consolidated Net Worth as of the last day of the most recently ended fiscal quarter or fiscal year, as applicable, for which financial statements have been delivered to the Administrative Agent pursuant to **Section 5.1(a)** or **5.1(b)** and (B) $1,348,020,000.

7.3 Liens. The Company will not, and will not permit or cause any of its Subsidiaries to, permit, create, assume, incur or suffer to exist any Lien on any asset tangible or intangible now owned or hereafter acquired by it except for the following (collectively, "Permitted Liens"):

(a) Liens in existence on the Closing Date and set forth on **Schedule 7.3**, and any extensions, renewals or replacements thereof; provided that any such extension, renewal or replacement Lien shall be limited to all or a part of the property that secured the Lien so extended, renewed or replaced (plus any improvements on such property) and shall secure only those obligations that it secures on the date hereof (and any renewals, replacements, refinancings or extensions of such obligations that do not increase the outstanding principal amount thereof);

(b) Liens on Invested Assets of any Insurance Subsidiary securing obligations of such Insurance Subsidiary in respect of trust arrangements, withheld balances or any other collateral or security arrangements entered into in the ordinary course of business for the benefit of policyholders or cedents to secure insurance or reinsurance recoverables owed to them by such Insurance Subsidiary;

(c) Liens granted by the Securitization Subsidiary pursuant to trust or other security arrangements in connection with Securitization Indebtedness;

(d) Liens in respect of Capital Lease Obligations, synthetic lease obligations and purchase money obligations, provided that in each case (x) the amount of the Indebtedness secured by such Lien shall not exceed the lesser of (A) the fair market value of the property acquired with such Indebtedness at the time of such acquisition and (B) the cost thereof to the applicable Unum Party and (y) any such Lien shall not encumber any other property of the Company or any of its Subsidiaries;

(e) Liens securing repurchase and reverse repurchase agreements and securities lending transactions entered into by the Company or any Subsidiary in the ordinary course of business;

(f) Liens imposed by law, such as Liens of carriers, warehousemen, mechanics, materialmen and landlords, incurred in the ordinary course of business for sums not constituting borrowed money that are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP;

(g) Liens (other than any Lien imposed by ERISA, the creation or incurrence of which would result in an Event of Default under **Section 8.1(i)**) incurred in the ordinary course of business in connection with worker's compensation, unemployment insurance or other forms of governmental insurance or benefits, letters of credit, bids, tenders, statutory obligations, surety and appeal bonds, leases, public or statutory obligations, government contracts and other similar obligations (other than obligations for borrowed money) entered into in the ordinary course of business;

(h) Liens for taxes, assessments or other governmental charges or statutory obligations that are not delinquent or remain payable without any penalty or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP (if so required);

(i) any attachment or judgment Lien not constituting an Event of Default under **Section 8.1(h)**;

(j) customary rights of set-off, revocation, refund or chargeback under deposit agreements or under the Uniform Commercial Code of banks or other financial institutions where the Company or any of its Subsidiaries maintains deposits (other than deposits intended as cash collateral) in the ordinary course of business;

(k) all easements, rights of way, reservations, licenses, encroachments, variations and similar restrictions, charges and encumbrances on title that do not secure Indebtedness and do not materially interfere with the conduct of the business of the Company or any of its Subsidiaries;

(l) any leases, subleases, licenses or sublicenses granted by the Company or any of its Subsidiaries to third parties in the ordinary course of business and not interfering in any material respect with the business of the Company and its Subsidiaries, and any interest or title of a lessor, sublessor, licensor or sublicensor under any lease or license permitted under this Agreement;

(m) Liens arising from escrow accounts established by any Unum Party for the benefit of another Unum Party in connection with tax allocation arrangements;

(n) Liens securing obligations under Funding Agreements;

(o) Liens on Invested Assets securing Hedge Agreements entered into for non-speculative hedging purposes, including any re-hypothecation of such Invested Assets by the counterparty banks;

(p) Liens on Invested Assets securing (i) any Operating Indebtedness or (ii) any obligations in respect of letters of credit issued for the benefit of any Insurance Subsidiary in the ordinary course of business to the extent undrawn, including any obligations of the Company or any Insurance Subsidiary under letters of credit to the extent undrawn supporting the liability of any Insurance Subsidiary in respect of any Primary Policy or Reinsurance Agreement underwritten by such Subsidiary or supporting the obligations of any Subsidiary in its capacity as a reinsurer under any Reinsurance Agreement with respect to credit for reinsurance;

(q) Liens securing Indebtedness or other obligations owed by (i) any Subsidiary of the Company to the Company, or (ii) any Subsidiary of the Company to any other Subsidiary of the Company; and

(r) Liens not otherwise permitted under the foregoing clauses of this **Section 7.3**, provided that the sum of (1) the aggregate principal of all Indebtedness and other obligations secured by Liens incurred pursuant to this **7.3(r)** and (2) the aggregate principal amount of all Indebtedness incurred pursuant to **Section 7.2(k)**, without duplication, shall not to exceed, as of the date such Lien is created, incurred or assumed (or as of the date the principal amount of any Indebtedness or other obligation subject to such Lien is increased), the greater of (A) 10% of the Consolidated Net Worth as of the last day of the most recently ended fiscal quarter or fiscal year, as applicable, for which financial statements have been delivered to the Administrative Agent pursuant to **Section 5.1(a)** or **5.1(b)** and (B) $1,348,020,000;

provided, however, that no Lien shall be permitted to exist on the Equity Interest of any Insurance Subsidiary, any Borrower that is a Subsidiary or any other Unum Party that is a direct or indirect owner of any Insurance Subsidiary or any Borrower.

7.4 Restricted Payments. The Company will not, and will not permit or cause any of its Subsidiaries to, directly or indirectly, declare or make any dividend payment, or make any other distribution of cash, property or assets, in respect of any of its Equity Interests or any warrants, rights or options to acquire its Equity Interests, or purchase, redeem, retire or otherwise acquire for value any shares of its Equity Interests or any warrants, rights or options to acquire its Equity Interests (other than pursuant to and in accordance with stock option plans and other benefit plans for directors, officers or employees of the Company and its Subsidiaries), or set aside funds for any of the foregoing, except (i) that any Subsidiary may declare and pay dividends on or make distributions to any Person that owns an Equity Interest in such Subsidiary, ratably according to their respective holdings of such Equity Interests in respect of which such dividend or distribution is made, or set aside funds for the foregoing, (ii) the Company may declare and pay dividends on, make distributions in respect of or repurchase, redeem, retire or otherwise acquire its Equity Interests or set aside funds for the foregoing so long as no Default or Event of Default has occurred and is continuing before or after giving effect to the declaration or payment of such dividends, distributions, repurchases or other acquisitions, and (iii) the Company and its Subsidiaries may declare and pay dividends in respect of any Hybrid Equity Securities or preferred stock if, at the time of and after giving effect to any such payment, no Default or Event of Default under **Section 8.1(a)**, clause (i) of **Section 8.1(e)**, **Section 8.1(f)** or **Section 8.1(g)** shall have occurred and be continuing. Notwithstanding anything to the contrary herein, this **Section 7.4** shall not prohibit the payment of a dividend if such dividend is made within 45 days of the declaration thereof provided such dividend was not prohibited by this **Section 7.4** at the time of its declaration.

7.5 Transactions with Affiliates. The Company will not, and will not permit or cause any of its Subsidiaries to, enter into any transaction (including, without limitation, any purchase, sale, lease or exchange of property or the rendering of any service) with any Affiliate of the Company or such Subsidiary other than:

(a) transactions between or among the Company and its Wholly-Owned Subsidiaries, or between or among any of such Wholly-Owned Subsidiaries;

(b) transactions with Affiliates in the ordinary course of the Company's or such Subsidiary's business on terms no less favorable to the Company or such Subsidiary than those that could have been obtained in a comparable transaction on an arm's length basis from a Person that is not an Affiliate; and

(c) any payment permitted to be made under **Section 7.4**.

7.6 Lines of Business. The Company will not, and will not permit or cause any of its Subsidiaries to, engage to any material extent in any business other than long-term care insurance, life insurance, disability insurance, dental insurance, vision insurance, employer- and employee-paid group and individual benefits, including retirement products, and other businesses engaged in by the Company and such Subsidiaries on the date hereof or any business reasonably related, ancillary or incidental thereto or that are reasonable extensions thereof.

7.7 Fiscal Year. The Company will not, and will not permit or cause any of its Subsidiaries to, change the ending date of its fiscal year to a date other than December 31.

7.8 Accounting Changes. Other than as permitted pursuant to **Section 1.2**, the Company will not, and will not permit or cause any of its Domestic Subsidiaries to, make or permit any material change in its accounting policies or reporting practices, except as may be required or permitted by GAAP or SAP.

## ARTICLE VIII

## EVENTS OF DEFAULT

8.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default":

(a) Any Borrower shall fail to pay (i) any principal of any Loan or any Reimbursement Obligation when due or (ii) within three Business Days after the same becomes due, any interest on any Loan, any fee payable under this Agreement or any other Credit Document, or (except as provided in clause (i) above) any other Obligation; or

(b) Any Borrower shall (i) fail to observe, perform or comply with any condition, covenant or agreement contained in any of **Sections 2.15, 5.2(b)(i)-(iii)**, or **5.3(i)**, or in **Articles VI** or **VII** or (ii) fail to observe, perform or comply with any condition, covenant or agreement contained in **Section 5.2** (other than **Sections 5.2(b)(i)-(iii)**) or **5.7(ii)** and (in the case of this clause (ii) only) such failure shall continue unremedied for a period of five Business Days after the earlier of (y) the date on which a Responsible Officer of such Borrower acquires knowledge thereof and (z) the date on which written notice thereof is delivered by the Administrative Agent or any Lender to such Borrower; or

(c) Any Borrower shall fail to observe, perform or comply with any condition, covenant or agreement contained in this Agreement or any of the other Credit Documents other than those enumerated in **Sections 8.1(a)**, and **8.1(b)**, and such failure shall continue unremedied for a period of 30 days after the earlier of (y) the date on which a Responsible Officer of such Borrower acquires knowledge thereof and (z) the date on which written notice thereof is delivered by the Administrative Agent or any Lender to such Borrower; or

(d) Any representation or warranty made or deemed made by or on behalf of any Borrower in this Agreement, any of the other Credit Documents or in any certificate, instrument, report or other document furnished at any time in connection herewith or therewith shall prove to have been incorrect, false or misleading in any material respect as of the time made, deemed made or furnished; or

(e) Any Borrower or any other Unum Party shall (i) fail to pay when due (whether by scheduled maturity, required prepayment, demand, acceleration or otherwise and after giving effect to any applicable cure period, grace period or notice provision) (y) any principal of or interest on any Indebtedness (other than the Indebtedness incurred pursuant to this Agreement or a Hedge Agreement) having an aggregate principal amount of at least $150,000,000 or (z) any termination or other payment under any Hedge Agreement having a net termination obligation of at least $150,000,000, or (ii) fail to observe, perform or comply with any condition, covenant or agreement contained in any agreement or instrument evidencing or relating to any such Indebtedness or Hedge Agreement, or any other event shall occur or condition exist in respect thereof, and the effect of such failure, event or condition is to cause, or permit the holder or holders of such Indebtedness or Hedge Agreement (or a trustee or agent on its or their behalf) to cause (with or without the giving of notice, lapse of time, or both), without regard to any subordination terms with respect thereto, such Indebtedness or Hedge Agreement to become due, or to be prepaid, redeemed, purchased or defeased, prior to its stated maturity; or

(f) Any Borrower or any Material Subsidiary shall (i) file a voluntary petition or commence a voluntary case seeking liquidation, winding-up, reorganization, dissolution, arrangement, readjustment of debts or any other relief under any applicable Debtor Relief Laws, now or hereafter in effect, (ii) consent to the institution of, or fail to controvert in a timely and appropriate manner, any petition or case of the type described in **Section 8.1(g)**, (iii) apply for or consent to the appointment of or taking possession by a rehabilitator, receiver, custodian, trustee, conservator or liquidator or similar official for or of itself or all or a substantial part of its properties or assets, (iv) fail generally, or admit in writing its inability, to pay its debts generally as they become due, (v) make a general assignment for the benefit of creditors or (vi) take any corporate action to authorize or approve any of the foregoing; or

(g) Any involuntary petition or case shall be filed or commenced against any Borrower or any Material Subsidiary seeking liquidation, winding-up, reorganization, dissolution, arrangement, readjustment of debts, the appointment of a rehabilitator, receiver, custodian, trustee, conservator or liquidator or similar official for it or all or a substantial part of its properties or any other relief under any applicable Debtor Relief Laws, now or hereafter in effect, and such petition or case shall continue undismissed and unstayed for a period of 60 days; or an order, judgment or decree approving or ordering any of the foregoing shall be entered in any such proceeding; or

(h) Any one or more money judgments, writs or warrants of attachment, executions or similar processes involving an aggregate amount (to the extent not paid or fully bonded or covered by third-party insurance as to which the surety or insurer, as the case may be, does not dispute coverage) in excess of $150,000,000 shall be entered or filed against any Borrower or any Material Subsidiary or any of their respective properties and the same shall not be paid, dismissed, bonded, vacated, stayed or discharged within a period of 30 days; or

(i) Any ERISA Event or any other event or condition shall occur or exist with respect to any Plan or Multiemployer Plan and, as a result thereof, together with all other ERISA Events and other events or conditions then existing or the Company and its ERISA Affiliates have incurred, would reasonably be expected to result in a Material Adverse Effect; or

(j) Any Insurance Regulatory Authority or other Governmental Authority having jurisdiction shall issue any order of conservation, supervision, rehabilitation or liquidation or any other order of similar effect in respect of any Borrower or any Domestic Insurance Subsidiary that is a Material Subsidiary; or

(k) Any Insurance Regulatory Authority or other Governmental Authority revokes or fails to renew any insurance license, permit, or franchise of any Domestic Insurance Subsidiary that is a Material Subsidiary, or imposes any restriction or condition on any insurance license, permit, or franchise of any Domestic Insurance Subsidiary that is a Material Subsidiary, if such revocation, non-renewal, condition, or restriction is reasonably likely to have a Material Adverse Effect; or

(l) Any material provision of any Credit Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Borrower contests in writing in any manner the validity or enforceability of any Credit Document; or any Borrower denies in writing that it has any or further liability or obligation under any Credit Document, or purports to revoke, terminate, or rescind any material provision of any Credit Document, in any case other than (y) as expressly permitted hereunder or thereunder or (z) the occurrence of the Final Expiry Date; or

(m) Any of the following shall occur:

(i) any Person or group of Persons acting in concert as a partnership or other group, shall, as a result of a tender or exchange offer, open market purchases, privately negotiated purchases or otherwise, have become, after the date hereof, the "beneficial owner" (within the meaning of such term under Rule 13d-3 under the Exchange Act) of securities of the Company representing 35% or more of the Total Voting Power of the then outstanding securities of the Company ordinarily (and apart from rights accruing under special circumstances) having the right to vote in the election of directors; or (B) during any period of up to 24 consecutive months, commencing after the Closing Date, the board of directors of the Company shall cease to consist of a majority of the individuals who constituted the board of directors as of the beginning of such 24-month period or who shall have become a member thereof subsequent to the beginning of such 24-month period after having been nominated, or otherwise approved in writing, by at least a majority of individuals who constituted the board of directors of the Company as of the beginning of such 24-month period (or their replacements approved as herein required);

(ii) the occurrence of a "Change of Control" (or similar event, however denominated), as defined in any agreement in respect of Indebtedness having an aggregate principal amount of at least $150,000,000 of any Borrower or any Subsidiary; or

(iii) any Borrower (other than the Company) shall cease to be Wholly Owned by the Company.

8.2 Remedies: Termination of Commitments, Acceleration, etc. Upon and at any time after the occurrence and during the continuance of any Event of Default, the Administrative Agent shall at the direction, or may with the consent, of the Required Lenders, take any or all of the following actions at the same or different times:

(a) Declare the Commitments, the Swingline Commitment, and the Issuing Banks' obligation to Issue Letters of Credit to be terminated, and thereupon the same shall terminate immediately; provided that, upon the occurrence of a Bankruptcy Event, the Commitments, the Swingline Commitment, and the Issuing Banks' obligation to Issue Letters of Credit shall automatically be terminated;

(b) Declare all or any part of the outstanding principal amount of the Loans to be immediately due and payable, whereupon the principal amount so declared to be immediately due and payable, together with all interest accrued thereon and all other amounts payable under this Agreement, the Notes and the other Credit Documents shall become immediately due and payable without presentment, demand, protest, notice of intent to accelerate or other notice or legal process of any kind, all of which are hereby knowingly and expressly waived by each Borrower; provided that, upon the occurrence of a Bankruptcy Event, all of the outstanding principal amount of the Loans and all other amounts described in this **Section 8.2(b)** shall automatically become immediately due and payable without presentment, demand, protest, notice of intent to accelerate or other notice or legal process of any kind, all of which are hereby knowingly and expressly waived by each Borrower;

(c) Direct each Borrower to deposit (and each applicable Borrower hereby agrees, forthwith upon receipt of notice of such direction from the Administrative Agent, to deposit) with the Administrative Agent from time to time such amount of cash as is equal to 103% of the aggregate Stated Amount of all of such Borrower's Letters of Credit then outstanding (whether or not any beneficiary under any such Letter of Credit shall have drawn or be entitled at such time to draw thereunder), such amount to be held by the Administrative Agent in such Borrower's Cash Collateral Account as security for the aggregate Letter of Credit Exposure as described in **Section 2.5(f)**; provided that, upon the occurrence of a Bankruptcy Event, such obligation shall be deemed automatically effective;

(d) Terminate or cause the L/C Agent or the Fronting Bank, as applicable, to terminate any or all of the Letters of Credit or give a notice of nonrenewal in respect thereof if permitted in accordance with its terms; and

(e) Exercise all rights and remedies available to it under this Agreement, the other Credit Documents and applicable law.

8.3 Remedies; Set-Off. Upon and at any time after the occurrence and during the continuance of any Event of Default, each Lender, each Issuing Bank and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by such Lender, such Issuing Bank or any such Affiliate, to or for the credit or the account of the applicable Borrower against any and all of the obligations of such Borrower now or hereafter existing under this Agreement or any other Credit Document to such Lender or such Issuing Bank or their respective Affiliates, irrespective of whether or not such Lender, such Issuing Bank or such Affiliate shall have made any demand under this Agreement or any other Credit Document and although such obligations of such Borrower may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender or such Issuing Bank different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of **Section 2.22** and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Banks and the Lenders (including the Swingline Lender), and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the Issuing Banks and their respective Affiliates under this **Section 8.3** are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Bank or their respective Affiliates may have. Each Lender and each Issuing Bank agrees to notify the applicable Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

## ARTICLE IX

## THE ADMINISTRATIVE AGENT

9.1 Appointment and Authority. Each of the Lenders (for purposes of this Article, references to the Lenders shall also mean the Issuing Banks and the Swingline Lender) hereby irrevocably appoints Wells Fargo to act on its behalf as the Administrative Agent hereunder and under the other Credit Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as set forth in **Section 9.6**, the provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrowers nor any other

Unum Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" (or any other similar term) herein or in any other Credit Document with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

9.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrowers or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

9.3 Exculpatory Provisions. The Administrative Agent, the Arrangers and their respective Related Parties shall not have any duties or obligations except those expressly set forth herein and in the other Credit Documents, and its duties hereunder or thereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent, the Arrangers and their respective Related Parties:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Credit Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Credit Document or applicable law, including, for the avoidance of doubt, any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of their Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, an Arranger or their respective Related Parties in any capacity.

The Administrative Agent, the Arrangers and their respective Related Parties shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in **Sections 10.5** and **8.2**) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Administrative Agent in writing by the Borrowers or a Lender.

The Administrative Agent, the Arrangers and their respective Related Parties shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Credit Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the

performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Credit Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in **Article III** or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

9.4 Reliance by the Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of any Credit Extension that by its terms must be fulfilled to the satisfaction of a Lender or any Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Bank prior to the making of such Credit Extension. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.5 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agent.

9.6 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrowers. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Company and subject to the approval of the Company (such approval not to be unreasonably withheld, conditioned or delayed), to appoint a successor Administrative Agent, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above. Regardless of whether a successor has been appointed or has accepted such appointment, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Credit Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) except for any indemnity payments owed to

the retiring Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for in **Section 9.6(a)**. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Administrative Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent), and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Credit Documents, the provisions of this Article and **Section 10.1** shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

9.7 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and each Issuing Bank expressly acknowledges that none of the Administrative Agent, the Arrangers or any of their respective Related Parties has made any representations or warranties to it and that no act taken or failure to act by the Administrative Agent, the Arrangers or any of their respective Related Parties, including any consent to, and acceptance of any assignment or review of the affairs of the Borrowers and their Subsidiaries or Affiliates shall be deemed to constitute a representation or warranty of the Administrative Agent, the Arrangers or any of their respective Related Parties to any Lender or any Issuing Bank as to any matter, including whether the Administrative Agent, the Arrangers or any of their respective Related Parties have disclosed material information in their (or their respective Related Parties') possession. Each Lender and each Issuing Bank expressly acknowledges, represents and warrants to the Administrative Agent and the Arrangers that (a) the Credit Documents set forth the terms of a commercial lending facility, (b) it is engaged in making, acquiring, purchasing or holding commercial loans in the ordinary course and is entering into this Agreement and the other Credit Documents to which it is a party as a Lender for the purpose of making, acquiring, purchasing and/or holding the commercial loans set forth herein as may be applicable to it, and not for the purpose of making, acquiring, purchasing or holding any other type of financial instrument, (c) it is sophisticated with respect to decisions to make, acquire, purchase or hold the commercial loans applicable to it and either it or the Person exercising discretion in making its decisions to make, acquire, purchase or hold such commercial loans is experienced in making, acquiring, purchasing or holding commercial loans, (d) it has, independently and without reliance upon the Administrative Agent, the Arrangers, any other Lender or any of their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and appraisal of, and investigations into, the business, prospects, operations, property, assets, liabilities, financial and other condition and creditworthiness of the Borrowers and their Subsidiaries, all applicable bank or other regulatory applicable laws relating to the transactions contemplated by this Agreement and the other Credit Documents and (e) it has made its own independent decision to enter into this Agreement and the other Credit Documents to which it is a party and to extend credit hereunder and thereunder. Each Lender and each Issuing Bank also acknowledges that (i) it will, independently and without reliance upon the Administrative Agent, the Arrangers or any other Lender or any of their respective Related Parties (A) continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder based on such documents and information as it shall from time to time deem appropriate and its own independent investigations and (B) continue to make such investigations and inquiries as it deems necessary to inform itself as to the Borrowers and their Subsidiaries and (ii) it will not assert any claim in contravention of this **Section 9.7**.

9.8 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to the Borrowers, the Administrative

Agent (irrespective of whether the principal of any Loan or Reimbursement Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise (i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, Reimbursement Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents, sub-agents and counsel and all other amounts due the Lenders and the Administrative Agent under **Sections 2.10** and **10.1**) allowed in such judicial proceeding and (ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same. Any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents, sub-agents and counsel, and any other amounts due the Administrative Agent under **Section 2.10** or **10.1**.

9.9 Issuing Bank and Swingline Lender. The provisions of this **Article IX** (other than **Section 9.2**) shall apply to the Fronting Bank, LC Agent and the Swingline Lender mutatis mutandis to the same extent as such provisions apply to the Administrative Agent.

9.10 No Other Duties, etc. Anything herein to the contrary notwithstanding, none of the Bookrunners, Arrangers, Co-Syndication Agents, Co-Documentation Agents or other agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Credit Documents, except in their respective capacity, as applicable, as the Administrative Agent, Issuing Banks, the Swingline Lender or a Lender hereunder.

9.11 Lender ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement;

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset

Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers, that none of the Administrative Agent, any Arranger nor any of their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related hereto or thereto).

9.12 Erroneous Payments.

(a) Each Lender, each Issuing Bank, each other Lender party and any other party hereto hereby severally agrees that if (i) the Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or Issuing Bank or any other Lender party (or the Lender Affiliate of a Lender party) or any other Person that has received funds from the Administrative Agent or any of its Affiliates, either for its own account or on behalf of a Lender, Issuing Bank or other Lender party (each such recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this **Section 9.12(a)**, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an "Erroneous Payment"), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require the Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify the Administrative Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from the Administrative Agent such Payment Recipient shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the Overnight Rate.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (c), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of the Administrative Agent and upon the Administrative Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Commitments) to the Administrative Agent or, at the option of the Administrative Agent, the Administrative Agent's applicable lending affiliate in an amount that is equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments), the "Erroneous Payment Deficiency Assignment") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by the Administrative Agent or its applicable lending affiliate as the assignee of such Erroneous Payment Deficiency Assignment. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of **Section 10.6** and (3) the Administrative Agent may reflect such assignments in the Register without further consent or action by any other Person.

(e) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent (1) shall be subrogated to all the rights of such Payment Recipient with respect to such amount and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Credit Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent under this **Section 9.12** or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrowers or any other Unum Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrowers or any other Unum Party for the purpose of making a payment on the Obligations and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(f) Each party's obligations under this **Section 9.12** shall survive the resignation or replacement of the Administrative Agent or any transfer of right or obligations by, or the replacement of, a

Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Credit Document.

(g) Nothing in this **Section 9.12** will constitute a waiver or release of any claim of the Administrative Agent hereunder arising from any Payment Recipient's receipt of an Erroneous Payment.

## ARTICLE X

## MISCELLANEOUS

10.1 Expenses; Indemnity; Damage Waiver.

(a) The Company shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable and documented out-of-pocket fees, charges and disbursements of one outside counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or the Issuing Banks in connection with the Issuance of any Letter of Credit or any demand for payment thereunder, and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, any Lender or the Issuing Banks (including the reasonable and documented out-of-pocket fees, charges and disbursements of counsel for the Administrative Agent, the Lenders and the Issuing Banks, but limited to one outside counsel for the Lenders, the Issuing Banks and the Administrative Agent taken as a whole and, in the case of any actual or potential conflict of interest, one additional counsel to each group of affected parties similarly situated taken as a whole (and, if necessary, one local counsel in any relevant material jurisdiction)), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Credit Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit Issued hereunder, including all such reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Company shall indemnify the Administrative Agent (and any sub-agent thereof), the L/C Agent, each Issuing Bank, the Swingline Lender, each Lender, and each Related Party of any of the foregoing persons (each such person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, penalties, damages, liabilities and related expenses (including the reasonable and documented out-of-pocket fees, charges and disbursements of any counsel for any Indemnitee, but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one outside counsel to all Indemnitees (taken as a whole) and, if necessary, one local counsel for all Indemnitees (taken as a whole) in each relevant jurisdiction, and in the case of an actual or perceived conflict of interest, one additional counsel to the affected Indemnitees similarly situated and taken as a whole), incurred by any Indemnitee or asserted against any Indemnitee by any Person (including any Borrower or any other Unum Party) other than such Indemnitee or its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Credit Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Substances on or from any property owned or operated by any Unum Party, or any Environmental Claim related in any way to any Unum Party, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing clauses (i) through (iii), whether based on contract, tort or any other theory, whether

brought by a third party or by any Borrower or any other Unum Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or its Related Parties, (y) result from a claim brought by any Borrower or any other Unum Party against such Indemnitee for material breach of such Indemnitee's obligations hereunder or under any other Credit Document, if such Borrower or such Unum Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (z) result from any dispute solely among Indemnitees, other than any claims against any Indemnitee in its respective capacity or in fulfilling its role as the Administrative Agent, Swingline Lender, Arranger or Fronting Bank, and other than any claims arising out of any act or omission on the part of any Borrower or any other Unum Party. This **Section 10.1(b)** shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages or related liabilities or expenses arising from any non-Tax claim.

(c) To the extent that the Company for any reason fails to indefeasibly pay any amount required under **Section 10.1(a)** or **Section 10.1(b)** to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Agent, any Issuing Bank, the Swingline Lender or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Agent, such Issuing Bank, the Swingline Lender or such Related Party, as the case may be, such Lender's proportion (based on the percentages as used in determining the Required Lenders as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the L/C Agent, the Swingline Lender or such Issuing Bank in their capacities as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Swingline Lender or such Issuing Bank in connection with such capacity. The obligations of the Lenders under this **Section 10.1(c)** are subject to the provisions of **Section 2.3(c)**.

(d) To the fullest extent permitted by applicable law, no party hereto shall assert, and each party hereto hereby waives, any claim on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof; provided, that this shall not limit the Company's indemnification obligations herein to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which an Indemnitee is otherwise entitled to indemnification hereunder. No Indemnitee referred to in **Section 10.1(b)** shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems (including the Platform, IntraLinks, SyndTrak or similar systems) in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby other than for direct or actual damages (as opposed to indirect, special, incidental, consequential or punitive damages, losses or expenses) resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) All amounts due under this Section shall be payable by the Company upon demand therefor.

10.2 Governing Law; Submission to Jurisdiction; Waiver of Venue; Service of Process.

(a) This Agreement and the other Credit Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this

Agreement or any other Credit Document (except as may be expressly otherwise provided in any Credit Document) shall be governed by, and construed in accordance with, the law of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

(b) Each of the parties hereto irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, in any way relating to this Agreement or any other Credit Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York City and of the United States District Court of the Southern District of New York, and any appellate court thereof, and each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such state court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Credit Document shall affect any right that the Administrative Agent, any Issuing Bank, the Swingline Lender or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document against any Borrower or its properties in the courts of any jurisdiction in the event such action or proceeding cannot be heard or otherwise determined in the courts of the State of New York sitting in New York City or the United States District Court of the Southern District of New York.

(c) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in **Section 10.2(b)**. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party hereto irrevocably consents to service of process in the manner provided for notices in **Section 10.4**. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

10.3 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.4 Notices; Effectiveness; Electronic Communication.

(a) Except in the cases of notices and other communications expressly permitted to be given by telephone (and except as provided in **Section 10.4(b)**), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail as follows:

(i) if to a Borrower, the Administrative Agent, the Swingline Lender or Wells Fargo as a Fronting Bank, to it at the address specified for such person on **Schedule 1.1(a)**; and

(ii) if to any Lender or any Issuing Bank other than Wells Fargo, to it at its address set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through electronic communications to the extent provided in **Section 10.4(b)** shall be effective as provided in **Section 10.4(b)**.

(b) Notices and other communications to the Lenders and the Issuing Banks hereunder may be delivered or furnished by electronic communication (including e-mail and internet or intranet websites such as the Platform) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or the Fronting Bank pursuant to **Article II** if such Lender or the Fronting Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication and the Administrative Agent has so notified the Borrowers. The Administrative Agent or any Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communication pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent by 8:00 p.m., such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or other communications posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." The Agent Parties do not warrant the adequacy of the platform and expressly disclaim liability for errors or omissions in the communications effected thereby. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with any such communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrowers, any Lender or any other Person or entity for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise), arising out of the Borrowers' or the Administrative Agent's transmission of any notices or communications through the Platform, other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Agent Party as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(d) Any party hereto may change its address for notices and other communications hereunder by notice to the other parties hereto (except that each Lender need not give notice of any such change to the other Lenders in their capacities as such).

10.5 Amendments, Waivers, etc. No amendment, modification, waiver or discharge or termination of, or consent to any departure by any Borrower from, any provision of this Agreement or any other Credit Document shall be effective unless in a writing signed by the Borrowers and the Required Lenders (or by the Administrative Agent at the direction or with the consent of the Required Lenders), and then the same shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, modification, waiver, discharge, termination or consent shall:

(a) unless agreed to in writing by each Lender directly affected thereby, (i) reduce or forgive the principal amount of any Loan or the amount of any Reimbursement Obligation, (ii) reduce the rate of or forgive any interest thereon (provided that only the consent of the Required Lenders shall be required to waive the applicability of any post-default increase in interest rates), (iii) reduce or forgive any fees hereunder (other than fees payable to the Administrative Agent, the Fronting Bank or any Arranger for its own account), (iv) extend the final scheduled maturity date or any other scheduled date for the payment of any principal of or interest on any Loan (including the Commitment Termination Date), (v) extend the expiry date of any Letter of Credit beyond the Final Maturity Date, or extend the time of payment of any fees hereunder (other than fees payable to the Administrative Agent, the Fronting Bank or any Arranger for its own account), or (vi) increase any Commitment of any such Lender over the amount thereof in effect or extend the maturity thereof (it being understood that a waiver of any condition precedent set forth in **Section 3.2** or of any Default or Event of Default, if agreed to by the Required Lenders, or all Lenders (as may be required hereunder with respect to such waiver), shall not constitute such an increase);

(b) unless agreed to by all of the Lenders, (i) change the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, (ii) change or waive any provision of **Section 2.13(e)**, (iii) change or waive any provision of **Section 2.16** or any other provision of this Agreement or any other Credit Document requiring pro rata treatment of any Lenders in a manner that would alter the pro rata sharing of payments required thereby, or (iv) change any provision of this **Section 10.5**;

(c) unless agreed to by the L/C Agent, the Fronting Bank, the Swingline Lender or the Administrative Agent in addition to the Lenders required as provided hereinabove to take such action, affect the respective rights or obligations of the L/C Agent, the Fronting Banks, the Swingline Lender or the Administrative Agent, as applicable, hereunder or under any of the other Credit Documents; and

and provided further that the Fee Letter may only be amended or modified, and any rights thereunder waived, in a writing signed by the parties thereto, and provided further, that the Administrative Agent and the Borrowers may, without the consent of any Lender, enter into amendments or modifications to this Agreement or any of the other Credit Documents or enter into additional Credit Documents as the Administrative Agent reasonably deems appropriate in order to implement any Benchmark Replacement or otherwise effectuate the terms of **Section 2.17(f)** in accordance with the terms of **Section 2.17(f)**.

Notwithstanding the fact that the consent of all Lenders is required in certain circumstances as set forth above, each Lender is entitled to vote as such Lender sees fit on any bankruptcy reorganization plan that affects the Loans, and each Lender acknowledges that the provisions of Section 1126(c) of the Bankruptcy Code supersedes the unanimous consent provisions set forth herein.

Notwithstanding anything to the contrary in this **Section 10.5**, if the Administrative Agent and the Company shall have jointly identified (each in its sole discretion) an obvious error or omission of a technical or immaterial nature, in each case, in any provision of the Credit Documents, then the Administrative Agent and the Company shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Credit Document if the same is not objected to in writing by the Required Lenders within five Business Days following the posting of such amendment to the Lenders.

Notwithstanding anything in this Agreement to the contrary, each Lender hereby irrevocably authorizes the Administrative Agent on its behalf, and without further consent of any Lender (but with the consent of the Borrowers and the Administrative Agent), to (x) amend and restate this Agreement if, upon giving effect to such amendment and restatement, such Lender shall no longer be a party to this Agreement (as so amended and restated), the Commitments of such Lender shall have terminated, such Lender shall

have no other commitment or other obligation hereunder and shall have been paid in full in cash all principal, interest and other amounts owing to it or accrued for its account under this Agreement.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (A) the Commitment of such Lender may not be increased or extended without the consent of such Lender, and (B) any amendment, waiver, or consent hereunder which requires the consent of all Lenders or each affected Lender that by its terms disproportionately and adversely affects any such Defaulting Lender relative to other affected Lenders shall require the consent of such Defaulting Lender.

10.6 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of **Section 10.6(b)**, (ii) by way of participation in accordance with the provisions of **Section 10.6(e)** or (iii) by way of pledge or assignment of a security interest subject to the restrictions of **Section 10.6(f)** (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in **Section 10.6(e)** and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may at any time assign to one or more Eligible Assignees, all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Credit Extensions (including participations in Letters of Credit and in Swingline Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) (A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Credit Extensions at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned, or (B) in any case not described in clause (A) above, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Credit Extensions of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than (y) $5,000,000, in the case of any assignment in respect of a Commitment (which for this purpose includes Revolving Loans outstanding), or (z) the entire Swingline Commitment and the full amount of the outstanding Swingline Loans, in the case of Swingline Loans, in any case, treating assignments to two or more Approved Funds under common management as one assignment for purposes of the minimum amounts, unless each of the Administrative Agent and, so long as no Default or Event of Default has occurred and is continuing, the Company otherwise consents (each such consent not to be unreasonably withheld or delayed);

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Commitment and/or Credit Extensions assigned, except that this clause (ii) shall not apply to rights in respect of Swingline Loans;

(iii) no consent shall be required for any assignment except to the extent required by clause (B) of **Section 10.6(b)(i)** and, in addition:

(A) the consent of the Company (such consent not to be unreasonably withheld or delayed) shall be required unless (y) a Default or Event of Default has occurred and is continuing at the time of such assignment or (z) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Company shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(C) the consent of the Fronting Bank (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Participated Letters of Credit (whether or not then outstanding).

(iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 for each assignment and the assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and to the Administrative Agent and the Borrowers such documentation required pursuant to **Section 2.18(g)**;

(v) no such assignment shall be made to (A) the Borrowers or any of their Affiliates or Subsidiaries or (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B); and

(vi) no such assignment shall be made to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person).

Subject to acceptance and recording thereof by the Administrative Agent pursuant to **Section 10.6(d)**, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of **Sections 2.17(a)**, **2.17(b)**, **2.18**, **2.19** and **10.1** with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender. If requested by or on behalf of the assignee, the Borrowers, at their own expense, will execute and deliver to the Administrative Agent a new Note or Notes to the order of the assignee (and, if the assigning Lender has retained any portion of its rights and obligations hereunder, to the order of the assigning Lender), prepared in accordance with the applicable provisions of **Section 2.4** as necessary to reflect, after giving effect to the assignment, the Commitment and/or outstanding Credit Extensions, as the case may be, of the assignee and (to the extent of any retained interests) the assigning Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this **Section 10.6(b)** shall be

treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with **Section 10.6(e)**.

(c) In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrowers and the Administrative Agent, the applicable Ratable Share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full Ratable Share of all Loans and participations in Letters of Credit and Swingline Loans in accordance with its Credit Exposure. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(d) The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at its address for notices referred to in **Schedule 1.1(a)** a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by each of the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(e) Any Lender may at any time, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participations to any Person (other than a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person) or the Borrowers or any of the Borrowers' Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Credit Extensions owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Administrative Agent, the L/C Agent, the Fronting Bank and the Swingline Lender and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in **Section 10.5(a)** and clause (i) of **Section 10.5(b)** that affects such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of **Sections 2.17(a)**, **2.17(b)**, **2.18** and **2.19** to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to **Section 10.6(b)**; provided that such Participant (A) agrees to be subject to the provisions of **Section 2.20** as if it were an assignee under **Section 10.6(b)** and (B) shall not be entitled to receive any greater payment under **Section 2.17** or **2.18**, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the

Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Company's request and expense, to use reasonable efforts to cooperate with the Company to effectuate the provisions of **Section 2.20** with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of **Section 8.3** as though it were a Lender; provided that such Participant agrees to be subject to **Section 2.16(b)** as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other Obligations under the Credit Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Notes, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any state laws based on the Uniform Electronic Transactions Act.

(h) Any Lender or Participant may, in connection with any assignment, participation, pledge or proposed assignment, participation or pledge pursuant to this **Section 10.6**, disclose to the Eligible Assignee, Participant or pledgee or proposed Eligible Assignee, Participant or pledgee any information relating to the Borrowers and their Subsidiaries furnished to it by or on behalf of any other party hereto, provided that such Eligible Assignee, Participant or pledgee or proposed Eligible Assignee, Participant or pledgee agrees in writing to keep such information confidential to the same extent required of the Lenders under **Section 10.11**.

(i) Notwithstanding anything to the contrary contained herein, if Wells Fargo assigns all of its Commitment and Credit Extensions in accordance with this **Section 10.6**, Wells Fargo may resign as Fronting Bank, Swingline Lender and L/C Agent upon written notice to the Borrowers and the Lenders. Upon any such notice of resignation, the Borrowers shall have the right to appoint from among the Lenders a successor Fronting Bank, Swingline Lender and L/C Agent with the agreement of said Lender; provided that no failure by the Borrowers to make such appointment shall affect the resignation of Wells Fargo as Fronting Bank, Swingline Lender and L/C Agent. Wells Fargo shall retain all of the rights and obligations of a Fronting Bank, the Swingline Lender and L/C Agent hereunder with respect to all Letters of Credit issued by it or Swingline Loans made by it and outstanding as of the effective date of its resignation and all obligations of the Borrowers and the Lenders with respect thereto.

10.7 No Waiver. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders expressly set forth in this Agreement and the other Credit Documents are cumulative and in addition

to, and not exclusive of, all other rights and remedies available at law, in equity or otherwise. No failure or delay on the part of the Administrative Agent, any Issuing Bank or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or be construed to be a waiver of any Default or Event of Default. No course of dealing between the Borrowers, the Administrative Agent, the Issuing Banks or the Lenders or their agents or employees shall be effective to amend, modify or discharge any provision of this Agreement or any other Credit Document or to constitute a waiver of any Default or Event of Default. No notice to or demand upon the Borrowers in any case shall entitle the Borrowers to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Administrative Agent, any Issuing Bank or any Lender to exercise any right or remedy or take any other or further action in any circumstances without notice or demand.

10.8 Survival. All representations, warranties, covenants and agreements made by or on behalf of the Borrowers in this Agreement and in the other Credit Documents shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery hereof or thereof and the making and repayment of the Loans and the Issuance of Letters of Credit and repayment of all Reimbursement Obligations, and shall continue in full force and effect as long as any Loan, Letter of Credit or any other Obligation hereunder shall remain unpaid or unsatisfied. In addition, notwithstanding anything herein or under applicable law to the contrary, the provisions of this Agreement and the other Credit Documents relating to indemnification or payment of costs and expenses, including, without limitation, the provisions of **Sections 2.17(a), 2.17(b), 2.18, 2.19, 10.1** and **Article IX**, shall survive the payment in full of all Credit Extensions, the termination of the Commitments and all Letters of Credit, and any termination of this Agreement or any of the other Credit Documents or any provision hereof or thereof.

10.9 Severability. To the extent any provision of this Agreement is prohibited by or invalid under the applicable law of any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity and only in such jurisdiction, without prohibiting or invalidating such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction. Without limiting the foregoing provisions of this **Section 10.9**, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the Fronting Bank or the Swingline Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.10 Construction. The headings of the various articles, sections and subsections of this Agreement and the table of contents have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof. Except as otherwise expressly provided herein and in the other Credit Documents, in the event of any inconsistency or conflict between any provision of this Agreement and any provision of any of the other Credit Documents, the provision of this Agreement shall control.

10.11 Confidentiality. Each of the Administrative Agent, the Issuing Banks and the Lenders agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Requirements of Law or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Credit Document or any action or proceeding relating to this Agreement or any other Credit Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations

under this Agreement, (ii) any actual or prospective counterparty (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the applicable Borrower and its obligations, this Agreement or payments hereunder or (iii) any insurance broker or insurance provider to the extent required by such insurance broker or insurance provider in connection with providing insurance coverage or providing reimbursement pursuant to this Agreement, (g) on a confidential basis, to (i) any rating agency in connection with the Borrowers or their Subsidiaries or the facilities created hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance monitoring of CUSIP numbers with respect to the facilities created hereunder; (h) with the consent of the applicable Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Issuing Bank any Lender, or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrowers or any of their Subsidiaries or Affiliates that is not, to such Person's knowledge, subject to confidentiality obligations to the Borrowers.

For purposes of this Section, "Information" means all information received from or on behalf of the Unum Parties relating to any Unum Party or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by any Unum Party. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without notice to any person.

10.12 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Credit Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (except for the Fee Letter). Except as provided in **Section 3.1**, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto.

(b) The words "execute," "execution," "signed," "signature," "delivery" and words of like import in or related to this Agreement, any other Credit Document or any document, amendment, approval, consent, waiver, modification, information, notice, certificate, report, statement, disclosure, or authorization to be signed or delivered in connection with this Agreement or any other Credit Document or the transactions contemplated hereby shall be deemed to include Electronic Signatures or execution in the form of an Electronic Record, and contract formations on electronic platforms approved by the Administrative Agent, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Each party hereto agrees that any Electronic Signature or execution in the form of an Electronic Record shall be valid and binding on itself and each of the other parties hereto to the same extent as a manual, original signature. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties of a manually signed paper which has been converted into electronic form (such as scanned into PDF format), or an electronically signed paper converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the

contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided that without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept such Electronic Signature from any party hereto, the Administrative Agent and the other parties hereto shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the executing party without further verification and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by an original manually executed counterpart thereof. Without limiting the generality of the foregoing, each party hereto hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and any of the Borrowers, electronic images of this Agreement or any other Credit Document (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (B) waives any argument, defense or right to contest the validity or enforceability of the Credit Documents based solely on the lack of paper original copies of any Credit Documents, including with respect to any signature pages thereto.

10.13 No Fiduciary Relationship Established By Credit Documents. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document), the Borrowers acknowledge and agree, and acknowledges its Affiliates' understanding, that: (a) (i) no fiduciary, advisory or agency relationship between the Borrowers and their Subsidiaries and any Arranger, the Administrative Agent, any Issuing Bank, any Swingline Lender or any Lender is intended to be or has been created in respect of the transactions contemplated hereby or by the other Credit Documents, irrespective of whether any Arranger, the Administrative Agent, any Issuing Bank, any Swingline Lender or any Lender has advised or is advising the Borrowers or any Subsidiary on other matters, (ii) the arranging and other services regarding this Agreement provided by the Arrangers, the Administrative Agent, the Issuing Banks, the Swingline Lenders and the Lenders are arm's-length commercial transactions between the Borrowers and their Affiliates, on the one hand, and the Arrangers, the Administrative Agent, the Issuing Banks, the Swingline Lenders and the Lenders, on the other hand, (iii) the Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (iv) the Borrowers are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents; and (b) (i) the Arrangers, the Administrative Agent, the Issuing Banks, the Swingline Lenders and the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrowers or any of their Affiliates, or any other Person; (ii) none of the Arrangers, the Administrative Agent, the Issuing Banks, the Swingline Lenders and the Lenders has any obligation to the Borrowers or any of their Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Credit Documents; and (iii) the Arrangers, the Administrative Agent, the Issuing Banks, the Swingline Lenders and the Lenders and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrowers and their Affiliates, and none of the Arrangers, the Administrative Agent, the Issuing Banks, the Swingline Lenders and the Lenders has any obligation to disclose any of such interests to the Borrowers or their Affiliates. To the fullest extent permitted by Law, the Borrowers hereby waive and release any claims that they may have against any of the Arrangers, the Administrative Agent, the Issuing Banks, the Swingline Lenders and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

10.14 Judgment Currency. If, for the purposes of obtaining judgment in any court or in respect of any tender made by any Borrower, it is necessary to convert a sum due hereunder or under any other Credit Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given or such tender is

made. The obligation of the such Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Credit Documents shall, notwithstanding any tender or judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender of any sum received or adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or such Lender in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment or tender, to indemnify the Administrative Agent or such Lender or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or such Lender in such currency, the Administrative Agent or such Lender agrees to return the amount of any excess to the applicable Borrower (or to any other Person who may be entitled thereto under applicable law).

10.15 Disclosure of Information. The Borrowers agree and consent to the Administrative Agent's and the Arranger's disclosure of information relating to this transaction to Gold Sheets and other similar bank trade publications. Such information will consist solely of deal terms and other information customarily found in such publications.

10.16 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.17 PATRIOT Act Notice. Each Issuing Bank and each Lender that is subject to the PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers that pursuant to the requirements of the PATRIOT Act or any other Anti-Money Laundering Laws, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the name, address, and taxpayer identification number of the Borrowers and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrowers in accordance with the PATRIOT Act or such Anti-Money Laundering Laws.

10.18 Amendment and Restatement; No Novation. This Agreement constitutes an amendment and restatement of the Existing Credit Agreement, effective from and after the Closing Date. The execution and delivery of this Agreement shall not constitute a novation of any indebtedness or other obligations owing to the Lenders or the Administrative Agent under the Existing Credit Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement. On the Closing Date, the credit facilities described in the Existing Credit Agreement, shall be amended, supplemented, modified and restated in their entirety by the facilities described herein, and all loans, letters of credit and other obligations of the Borrowers outstanding as of such date under the Existing Credit Agreement, shall be deemed to be loans, letters of credit and obligations outstanding under the corresponding facilities described herein, without any further action by any Person (including, without limitation, any Assignment and Assumption), except that the Administrative Agent shall make such transfers of funds as are necessary in order that the outstanding balance of the Revolving Loans, together with any Revolving Loans funded on the Closing Date, reflect the respective Commitments of the Lenders hereunder. The Letter of Credit Exposure of the Lenders in respect of the Existing Letters of Credit shall be automatically reallocated among the Lenders as of the Closing Date based on their pro rata shares of the Commitments as of the Closing Date.

10.19 Acknowledgement Regarding Any Supported QFCs. To the extent that the Credit Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and, each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this **Section 10.19**, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" 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.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

## ARTICLE XI

## THE GUARANTY

11.1 The Guaranty.

(a) In order to induce the Lenders, the Fronting Bank, the Swingline Lender and the Issuing Banks to enter into this Agreement and to extend credit hereunder and in recognition of the direct benefits to be received by the Guarantor from the Credit Extensions hereunder, the Guarantor hereby unconditionally, absolutely and irrevocably, guarantees, as a primary obligor and not merely as surety, the full and punctual payment (whether at stated maturity, upon acceleration or otherwise) of all Obligations of each of the other Borrowers under the Credit Documents including the Reimbursement Obligations owing by such other Borrowers pursuant to this Agreement. This Guaranty is a guaranty of payment and not of collection. Upon failure by any Borrower to pay punctually any such amount, the Guarantor agrees to pay forthwith on demand the amount not so paid at the place and in the manner specified in this Agreement.

(b) Guaranty Unconditional. The obligations of the Guarantor under this **Article XI** shall be unconditional, absolute and irrevocable, and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, compromise, waiver or release (including with respect to any collateral) in respect of any obligation of any other Borrower under any of the Credit Documents, by operation of law or otherwise;

(ii) any modification or amendment of or supplement to any of the Credit Documents;

(iii) any release, non-perfection or invalidity of any direct or indirect security for any obligation of any other obligor under any of the Credit Documents;

(iv) any change in the corporate existence, structure or ownership of any Borrower, or any Bankruptcy Event or other similar proceeding affecting any other obligor or its assets or any resulting release or discharge of any obligation of any other obligor contained in any of the Credit Documents;

(v) the existence of any claim, set-off or other rights which any obligor may have at any time against any Borrower, the Administrative Agent, the L/C Agent, any Issuing Bank, any Lender or any other corporation or person, whether in connection with any of the Credit Documents

or any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) any invalidity or unenforceability relating to or against any Borrower for any reason of any of the Credit Documents, or any provision of applicable law or regulation purporting to prohibit the payment by any other obligor of principal, interest or any other amount payable under any of the Credit Documents;

(vii) any law, regulation or order of any jurisdiction, or any other event, affecting any term of any obligation or the Lenders' rights with respect thereto; or

(viii) any other act or omission to act or delay of any kind by any Borrower, the Administrative Agent, the L/C Agent, any Issuing Bank, any Lender or any other corporation or person or any other circumstance whatsoever (other than the defense of payment) which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to the Guarantor's obligations under this **Article XI**.

(c) Discharge Only upon Payment in Full; Reinstatement in Certain Circumstances. The Guarantor's obligations under this **Article XI** shall remain in full force and effect until the Commitments of the Lenders hereunder shall have terminated, no Letters of Credit shall be outstanding and all Obligations payable by the Borrowers under the Credit Documents shall have been paid in full in cash. If at any time any payment of any Obligation payable by a Borrower under the Credit Documents is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of such Borrower or otherwise, the Guarantor's obligations under this **Article XI** with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

(d) Waiver by the Guarantor. The Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any corporation or person against any other obligor or any other corporation or person, in each case with respect to its obligations under this **Article XI**. The Guarantor warrants and agrees that each waiver set forth in this **Section 11.1(d)** is made with full knowledge of its significance and consequences, and such waivers shall be effective to the maximum extent permitted by law.

(e) Subrogation. The Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against any other Borrower, or any other insider guarantor that arises from the existence, payment, performance or enforcement of the Guarantor's obligations under or in respect of this Guaranty, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender, any Issuing Bank or the Administrative Agent against any Borrower or any other insider guarantor or any collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any other Borrower or any other insider guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all Obligations payable under this Agreement shall have been paid in full in cash, no Letters of Credit shall be outstanding and the Commitments of the Lenders hereunder shall have expired or been terminated. If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the later of (a) the payment in full in cash of all amounts payable under this Guaranty, and (b) the Final Expiry Date, such amount shall be received and held in trust for the benefit of the Lenders, shall be segregated from other property and funds of the Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to all amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Credit Documents, or to be held as collateral for any amounts payable under this Guaranty thereafter arising. If (i) the Guarantor shall make payment to the Lenders, the Issuing Banks and the Administrative Agent of all or any amounts payable under

this Guaranty, (ii) all amounts payable under this Guaranty shall have been paid in full in cash, and (iii) the Final Expiry Date shall have occurred, the Lenders, the Issuing Banks and the Administrative Agent will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the obligations resulting from such payment made by the Guarantor pursuant to this Guaranty.

(f) Stay of Acceleration. If acceleration of the time for payment of any amount payable by any Borrower under any of the Credit Documents is stayed upon the occurrence of any Bankruptcy Event with respect to such Borrower, all such amounts otherwise subject to acceleration under the terms of this Agreement shall nonetheless be payable by the Guarantor under this **Article XI** forthwith on demand by the Administrative Agent made at the request, or with the consent, of the Required Lenders.

(g) Continuing Guaranty; Assignments. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the later of (i) the payment in full in cash of all Obligations payable under this Agreement and (ii) the Final Expiry Date, (b) be binding upon the Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lenders, the Issuing Banks and the Administrative Agent and their successors, transferees and assigns.

(h) Subordination of Other Obligations. Any Indebtedness of any Borrower now or hereafter held by the Guarantor is hereby subordinated in right of payment to the Obligations of such Borrower, and any such Indebtedness collected or received by the Guarantor after receipt of notice of an Event of Default (which has occurred and is continuing) by Administrative Agent shall be held in trust for Administrative Agent on behalf of the Lenders and shall forthwith be paid over to Administrative Agent for the benefit of Lenders to be credited and applied against such Obligations but without affecting, impairing or limiting in any manner the liability of the Guarantor under any other provision hereof.

[signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**UNUM GROUP**

By: /s/ Benjamin Katz
Name: Benjamin Katz
Title: Vice President, Treasurer

**UNUM LIFE INSURANCE COMPANY OF AMERICA**

By: /s/ Benjamin Katz
Name: Benjamin Katz
Title: Vice President, Treasurer

**PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY**

By: /s/ Benjamin Katz
Name: Benjamin Katz
Title: Vice President, Treasurer

**COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**

By: /s/ Benjamin Katz
Name: Benjamin Katz
Title: Vice President, Treasurer

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent, L/C Agent, a Fronting Bank, Swingline Lender, and as a Lender

By: /s/ Jason Hafener

Name: Jason Hafener

Title: Managing Director

**BANK OF AMERICA, N.A.**, as Lender

By: /s/ Daniel Chapman
Name: Daniel Chapman
Title: Vice President

**JPMORGAN CHASE BANK, N.A.**, as a Lender

By: /s/ Ritika Chawla
Name: Ritika Chawla
Title: Vice President

**BARCLAYS BANK PLC**, as Lender

By: /s/ Edward Pan
Name: Edward Pan
Title: Director

**GOLDMAN SACHS BANK USA**, as Lender

By: /s/ Amanda DeRoche
Name: Amanda DeRoche
Title: Authorized Signatory

**PNC BANK, N.A.**, as Lender

By: /s/ Crisesth Compton
Name: Crisesth Compton
Title: Vice President

**THE BANK OF NEW YORK MELLON**, as Lender

By: /s/ Yadilsa Fernandez
Name: Yadilsa Fernandez
Title: Director

**TRUIST BANK**, as Lender

By: /s/ Michael Landry
Name: Michael Landry
Title: Director

**U.S. BANK NATIONAL ASSOCIATION**, as Lender

By: /s/ Glenn Schuermann

Name: Glenn Schuermann

Title: Vice President

**CITIBANK, N.A.**, as Lender

By: /s/ Justine O'Connor
Name: Justine O'Connor
Title: Vice President

**FIFTH THIRD BANK, NATIONAL ASSOCIATION**, as Lender

By: /s/ Darius C. Scott
Name: Darius C. Scott
Title: Vice President

**REGIONS BANK**, as Lender

By: /s/ Ricardo Escobedo
Name: Ricardo Escobedo
Title: Director

**THE TORONTO-DOMINION BANK**, as Lender

By: /s/ Betty Chang
Name: Betty Chang
Title: Authorized Signatory

**EXHIBIT 31.1**

**CERTIFICATION**

I, Richard P. McKenney, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Unum Group;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2025

/s/ Richard P. McKenney

Richard P. McKenney

President and Chief Executive Officer

A signed original of this written statement required by Section 302 of the Sarbanes-Oxley Act of 2002 has been provided to Unum Group and will be retained by Unum Group and furnished to the Securities and Exchange Commission or its staff upon request.

**EXHIBIT 31.2**

**CERTIFICATION**

I, Steven A. Zabel, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Unum Group;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2025

/s/ Steven A. Zabel

Steven A. Zabel

Executive Vice President, Chief Financial Officer

A signed original of this written statement required by Section 302 of the Sarbanes-Oxley Act of 2002 has been provided to Unum Group and will be retained by Unum Group and furnished to the Securities and Exchange Commission or its staff upon request.

**EXHIBIT 32.1**

**STATEMENT OF CHIEF EXECUTIVE OFFICER**
**OF UNUM GROUP**
**PURSUANT TO 18 U.S.C. SECTION 1350,**
**AS ADOPTED PURSUANT TO**
**§ 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Unum Group (the Company) on Form 10-Q for the period ended June 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the Report), the undersigned, Richard P. McKenney, President and Chief Executive Officer of the Company, certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 30, 2025

/s/ Richard P. McKenney
Richard P. McKenney
President and Chief Executive Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Unum Group and will be retained by Unum Group and furnished to the Securities and Exchange Commission or its staff upon request.

**EXHIBIT 32.2**

**STATEMENT OF CHIEF FINANCIAL OFFICER**
**OF UNUM GROUP**
**PURSUANT TO 18 U.S.C. SECTION 1350,**
**AS ADOPTED PURSUANT TO**
**§ 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Unum Group (the Company) on Form 10-Q for the period ended June 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the Report), the undersigned, Steven A. Zabel, Executive Vice President and Chief Financial Officer of the Company, certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 30, 2025

/s/ Steven A. Zabel
Steven A. Zabel
Executive Vice President, Chief Financial Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Unum Group and will be retained by Unum Group and furnished to the Securities and Exchange Commission or its staff upon request.