

30 October 2025

THE SELLERS

details of whom are set out in Schedule 1

CHARLIE HOLDCO LLC

(as the Onex Buyer)

AMERICAN INTERNATIONAL GROUP, INC.

(as the AIG Buyer)

CONVEX GROUP LIMITED

(as the Company)

THE MANAGERS' REPRESENTATIVE

THE A2 SHAREHOLDERS' REPRESENTATIVE

and

ONEX CORPORATION

SHARE PURCHASE DEED

related to

CONVEX GROUP LIMITED

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

Contact: Michael Bond / Neil Campbell

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Agreed Form documents:

1. AIG Investor Rights Agreement
2. A&R Investment Agreement
3. Company Press Release
4. Deed of Adherence
5. New Bye-laws
6. Other Shareholder Share Buyback Agreement
7. Press Release
8. Resignation Letter

THIS DEED is made on 30 October 2025

BETWEEN

- (1) Each person whose name and address is set out in Schedule 1 (the “**Sellers**”);
- (2) **CHARLIE HOLDCO LLC**, a limited liability company existing under the laws of Delaware and having its registered office at c/o Corporation Service Company, 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware, United States (the “**Onex Buyer**”);
- (3) **AMERICAN INTERNATIONAL GROUP, INC.**, a Delaware corporation with its principal executive offices at 1271 Avenue of the Americas, New York, New York 10020 (the “**AIG Buyer**” and, together with the Onex Buyer, the “**Buyers**”);
- (4) **CONVEX GROUP LIMITED**, an exempted company limited by shares incorporated in Bermuda with registration number 54106 and having its registered office at 6th Floor, Point House, 6 Front Street, Hamilton, Pembroke HM11, Bermuda (the “**Company**”);
- (5) **THE MANAGERS’ REPRESENTATIVE**, being Stephen Catlin of 52 Lime Street, London, EC3M 7AF (the “**Managers’ Representative**”);
- (6) **THE A2 SHAREHOLDERS’ REPRESENTATIVE**, being Stephen Catlin of 52 Lime Street, London, EC3M 7AF (the “**A2 Shareholders’ Representative**”); and
- (7) **ONEX CORPORATION**, a corporation existing under the laws of the Province of Ontario and having its registered office at 161 Bay Street, Suite 4900, Toronto, Ontario, Canada M5J 2S1 (“**Onex Corp.**”).

WHEREAS

- (A) The Sellers wish to sell and the Buyers wish to acquire the Shares subject to the terms of this Deed.
- (B) Onex Corp. has become a party to this Deed for, among other things, the purpose of entering into the guarantee and indemnity set out in Clause 11;
- (C) On the date of this Deed, the AIG Buyer (or one or more of its Affiliates) and Onex Corp. will enter into the Onex Subscription Agreement, pursuant to which the AIG Buyer shall subscribe for 9.90% of the share capital of Onex Corp.
- (D) On the date of this Deed, AIG Buyer and Onex Corp. will enter into the AIG Fund Commitment Agreement and AIG Buyer and the Company will enter into the Letter of Intent; and
- (E) Substantially contemporaneously with the acquisition of Shares from the Sellers by the Buyers pursuant to this Deed:
 - a. the Company shall (subject to the satisfaction of the conditions set out in the Seller Share Buyback Agreement) complete the repurchase of, and cancel, the Seller Buyback Shares pursuant to the terms of the Seller Share Buyback Agreement;
 - b. the Company shall (subject to the satisfaction of the conditions set out in the Other Shareholder Share Buyback Agreement) complete the repurchase of the Other Shareholder Buyback Shares in all respects (save to the extent if any consideration payable to a Participating Other Shareholder that is an employee of a Group Company is to be paid in the payroll cycle of their employer Group Company immediately subsequent to completion of the Other Shareholder Share Buyback) and cancel the

Other Shareholder Buyback Shares, in each case pursuant to the terms of the Other Shareholder Share Buyback Agreement;

- c. the AIG Buyer (or one or more of its Affiliates) and Onex Corp. shall complete the Onex Investment; and
- d. the AIG Buyer (or one or more of its Affiliates) and Onex Corp. shall enter into the AIG Investor Rights Agreement.

IT IS AGREED THAT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless expressly stated otherwise:

“A1 Ordinary Shares” means A1 ordinary shares of \$0.01 each in the capital of the Company;

“A2 Ordinary Shares” means A2 ordinary shares of \$0.01 each in the capital of the Company;

“A2 Shareholders’ Representative” has the meaning given in the “parties” section of this Deed;

“A&R Investment Agreement” means the amended and restated Investment Agreement in the Agreed Form to be entered into by the parties thereto at Completion reflecting any updates to the provisions which are identified therein as being subject to further amendment or population prior to Completion;

“Additional Consideration” means an amount in US dollars calculated on the basis of a 12% per annum return on the Base Consideration (accruing on a daily basis and assuming a 365 day year from (and including) 1 May 2026 up to and including the Completion Date, which amount shall accrue if, but only if, the Company’s tangible book value as at 31 March 2026 exceeds \$4 billion;

“Affiliate” means, in relation to any person, each other person that directly or indirectly controls, is controlled by, or is under common control with that person provided that in relation to:

(a) the Sellers:

- (i) no portfolio company of any Seller that is a Fund managed by or advised by the Onex Buyer (or by persons controlled by, or under common control with, the Onex Buyer (an **“Onex Investment Fund”**) (including any Group Company) shall be an Affiliate of that Seller or any other Onex Investment Fund;
- (ii) no portfolio company of any other Seller that is a Fund shall be an Affiliate in relation to that Seller;
- (iii) the shareholders in the Onex Buyer shall not, by reason only of that fact (including that they may be a controlling shareholder of the Onex Buyer), be an Affiliate of a Seller that is an Onex Investment Fund;
- (iv) entities which form part of Onex Credit Partners shall not be an Affiliate of a Seller that is an Onex Investment Fund;
- (v) any third party that holds an interest or participation in any Fund that is, or that is an Affiliate of, a Seller shall not, by reason only of such holding (unless such

holding actually confers control), be deemed to be an Affiliate of that Seller;
and

- (b) the Onex Buyer, no portfolio company of any Onex Investment Fund or any Group Company shall be an Affiliate of the Onex Buyer;
- (c) in relation to Clause 4, none of Onex Corp. or any of its subsidiary undertakings (other than any subsidiary undertaking of the applicable Seller) shall constitute an Affiliate of any Seller; and
- (d) the AIG Buyer, neither any Group Company nor the Onex Buyer (or its Affiliates) shall be an Affiliate of the AIG Buyer, and vice versa;

“Agreed Form” means, in relation to a document, the form of that document initialled by or on behalf of each party (other than: (i) the AIG Investor Rights Agreement, which shall only require initialling by or on behalf of Onex Corp. and the AIG Buyer; and (ii) the Resignation Letter, which shall only require initialling by or on behalf of the Sellers and the Company but shall be in a form reasonably acceptable to the AIG Buyer) for identification or otherwise agreed in writing by or on behalf of each party (other than: (i) the AIG Investor Rights Agreement, which shall only require agreement in writing by or on behalf of Onex Corp. and the AIG Buyer; and (ii) the Resignation Letter, which shall only require agreement in writing by or on behalf of the Sellers and the Company but shall be in a form reasonably acceptable to the AIG Buyer) as being in Agreed Form (including as expressly agreed by exchange of emails among the relevant parties (or their respective legal counsel) to be the agreed form document for the purposes of this Deed);

“AIG Burdensome Condition” has the meaning given in Clause 5.2(a);

“AIG Buyer” has the meaning given in the “parties” section of this Deed;

“AIG Consideration Amount” has the meaning given in Clause 3.3(b);

“AIG Fund Commitment Agreement” means the master commitments agreement relating to the AIG Buyer’s agreement to make (or cause its Affiliates to make) capital commitments to or alongside Onex Investment Funds in an aggregate amount equal to at least \$2 billion, subject to the terms and conditions thereof, entered into on the date of this Deed and effective as of the Completion;

“AIG Investor Rights Agreement” means the investor rights agreement in the Agreed Form between the AIG Buyer (or one or more of its Affiliates) and Onex Corp.;

“AIG Share Number” has the meaning given in Clause 2.1(b);

“Anti-trust Authority” means any Authority that enforces Anti-trust Laws;

“Anti-trust Conditions” means the condition set out in Clauses 5.1(a) to 5.1(c);

“Anti-trust Laws” means all Laws governing the conduct of any person in relation to restrictive or other anti-competitive agreements or practices (including cartels, pricing, resale pricing, market sharing, bid rigging, terms of trading, purchase or supply and joint ventures), abuse of dominant or monopoly market positions (whether held individually or collectively) and the control of acquisitions or mergers;

“Authority” means any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement or tax raising body, authority, agency, board, department, court, tribunal or self-regulatory organisation of any jurisdiction and whether supranational, national, regional or local, including Lloyd’s;

“B Ordinary Shares” means B1 Ordinary Shares and B2 Ordinary Shares;

“B1 Ordinary Shares” means B1 ordinary shares of \$0.01 each in the capital of the Company;

“B2 Ordinary Shares” means B2 ordinary shares of \$0.01 each in the capital of the Company;

“Bank Account” means, in respect of a payment to a person, the account as such person shall notify to the relevant payer(s) at least five Business Days before the relevant due date for such payment;

“Base Consideration” means \$5,957,957,395.06;

“Base Per Share Consideration” means an amount in US dollars equal to the Base Consideration divided by the aggregate number of Shares set out in Schedule 2 (disregarding any impact of Clause 3.8(a));

“Beneficial Ownership Act” means the Bermuda Beneficial Ownership Act 2025 and its related regulations;

“BMA” means the Bermuda Monetary Authority;

“Bridge Facility Agreement” means that certain bridge facility agreement dated on or about the date hereof between, among others, the Company as borrower, JPMorgan Chase Bank, N.A., London Branch as original lender and J.P. Morgan SE as agent pursuant to which the original lender party thereto has committed, subject to the terms and conditions set forth therein, to provide to the Company as borrower debt financing in the amounts set forth therein;

“Business Day” means any day other than a Saturday, Sunday or public holiday in the City of London, England; Bermuda; Toronto, Ontario, Canada; or New York, New York, United States;

“Buyer Group” means in respect of: (i) the Onex Buyer, Onex Corp. and any subsidiary undertaking of Onex Corp; and (ii) the AIG Buyer and any subsidiary undertaking of the AIG Buyer, in each case from time to time, provided that for the avoidance of doubt, the Group Companies shall not be part of such Buyer’s Buyer Group (including from and after Completion);

“Buyer’s Percentage” means the percentage that the total number of Shares acquired by that Buyer on Completion represents of the aggregate of the total number of Shares and the total number of Seller Buyback Shares;

“Buyers” has the meaning given in the “parties” section of this Deed;

“CAA” means the Commissariat aux Assurances;

“C.F.R.” means the United States Code of Federal Regulations.

“Certificate of Designation” means the amended and restated certificate of designation of fixed-to-floating rate perpetual cumulative preference shares of Convex Group Limited dated December 19, 2020;

“Claim” means any claim by a Buyer against any Seller, whether in contract, tort or otherwise, for breach of this Deed, but excluding any claims in respect of a breach of Clauses 4 or 13;

“Clean Team Agreement” means the clean team confidentiality agreement entered into in connection with the Transaction between the AIG Buyer and the Company on 9 October 2025;

“Company” has the meaning given in the “parties” section of this Deed;

“Company Press Release” has the meaning given in Clause 13.5;

“Company Material Adverse Effect” means any fact, condition, change or event that:

- (a) is material and adverse to the business, financial condition, assets or liabilities of the Group Companies, taken as a whole; or
- (b) would prevent or materially impair the ability of the Company to comply with its obligations contemplated herein,

provided, however, that for purposes of paragraph (a) above, any fact, condition change or event arising out of or resulting from the following shall not be deemed, either alone or in combination, to constitute or be taken into account in determining whether there has been, a Company Material Adverse Effect:

- (i) conditions or trends generally applicable to the industries, geographic regions or product markets in which the Group Companies operate their businesses;
- (ii) political, financial, economic, capital markets or business conditions (including interest rates, exchange rates, commodity prices, costs of goods, tariffs, taxes, trade wars and credit markets);
- (iii) any act of civil unrest, war, sabotage, cyberattacks, terrorism, national emergency or military actions, or the escalation thereof;
- (iv) changes in applicable accounting standards, Laws, actuarial assumptions or standards, regulatory capital or solvency requirements, or the interpretation or enforcement of any of the foregoing;
- (v) hurricanes, earthquakes, floods, tsunamis, wildfires, volcanic eruptions or other weather events, natural disasters, acts of God, or manmade disasters;
- (vi) any epidemic, pandemic, disease outbreak or public health emergency;
- (vii) any effect arising from the results of any primary or general elections (including legal challenges related to the foregoing) or any statements, proclamations or orders of officials of any Authority;
- (viii) any failure of the Company to achieve any internal or public projection or forecast or estimates of revenues or earnings for any period (provided that the underlying cause of such failure shall not be excluded);
- (ix) any action taken or omitted to be taken by, or at the written request of, both the AIG Buyer and the Onex Buyer (or, with respect to any consent expressly contemplated under this Deed, the consent of the applicable Buyer or Buyers) or that is expressly contemplated by this Deed and/or any other Transaction Document;
- (x) the execution, announcement or pendency of this Deed and the other Transaction Documents or the terms hereof or thereof (including the identity of the Buyers), or the announcement or pendency of the transactions contemplated hereby or thereby, including the impact thereof on the relationships, contractual or otherwise, with employees, labour unions, works councils, financing sources, customers, suppliers, partners, insureds, cedants, policyholders,

brokers, agents, business service partners, reinsurance providers or other business relationships;

- (xi) any change or announcement of a potential change in any Group Company's credit, financial strength or claims paying ratings or the ratings of any of the Group Companies' businesses (provided that the underlying cause of such failure shall not be excluded by virtue of this paragraph (xi));
- (xii) any claims under any policy or policies of insurance or re-insurance underwritten by any Group Company, or the occurrence of any insured losses covered by any such policy or policies of insurance or re-insurance;
- (xiii) any matter of which the AIG Buyer is actually aware on the date hereof; or
- (xiv) any director, officer or senior employee of any Group Company ceasing to be a director, officer or senior employee of a Group Company,

provided, however, that any fact, condition, occurrence, development, effect, change or event referred to in the foregoing paragraphs (i) through (vii) shall be taken into account in determining whether there has been or would reasonably be expected to be a Company Material Adverse Effect to the extent, but only to the extent, it adversely affects the businesses of the Group Companies, taken as a whole, in a disproportionate manner in comparison to other participants in the industries in which the Group Companies operate;

"Completion" means completion of the sale and purchase of the Shares in accordance with Clause 7;

"Completion Date" means the date on which Completion takes place;

"Completion Schedule" has the meaning given in Clause 6.3;

"Conditions" has the meaning given in Clause 5.1;

"Confidential Information" has the meaning given in Clause 13.1;

"Connected Persons" means, in respect of a person, its directors, managers, officers and employees, provided that, where such term is used in Clause 4, no Connected Person of Onex Corp. or any of its subsidiary undertakings that is not a Connected Person of a Group Company or a Seller shall constitute a "Connected Person";

"Consideration" means the sum of the Base Consideration and the Additional Consideration;

"D&O Insurance" has the meaning given in Clause 8.1;

"Data Room" has the meaning given in the Management Warranty Deed;

"Data Room USB Stick" has the meaning given in the Management Warranty Deed;

"Deed of Adherence" means a deed of adherence to the A&R Investment Agreement in the Agreed Form;

"Disclosure Letter" has the meaning given in the Management Warranty Deed;

"Dispute" has the meaning given in Clause 26.3;

“Encumbrance” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest (including any created by Law), title retention, option, right of first offer or refusal, voting agreement or any other security agreement or arrangement;

“Excess Seller Buyback Shares” has the meaning given in Clause 5.24;

“Excess Shares Percentage” means the percentage that the total number of Excess Seller Buyback Shares being repurchased by the Company pursuant to Clause 5.24 represents of the sum of (i) the aggregate number of Shares; and (ii) the aggregate number of the Seller Buyback Shares (including the Excess Seller Buyback Shares);

“Existing Bye-laws” means the bye-laws of the Company in force on the date of this Deed;

“Fund” means any limited partnership, partnership, collective investment scheme, trust, or fund holding shares for investment purposes (other than an F&F Shareholder, a Manager Transferee (each as defined in the Existing Bye-laws) or any Manager);

“FSMA” means the Financial Services and Markets Act 2000;

“GFSC” means the Guernsey Financial Services Commission;

“Group” means the Company and each of its subsidiary undertakings;

“Group Company” means any member of the Group;

“HSR Act” has the meaning given in Clause 5.1(a);

“IB Law” means the Insurance Business (Bailiwick of Guernsey) Law, 2002;

“Insurance Act” means the Insurance Act 1978, as amended, of Bermuda and any rules, regulations, guidance or codes of conduct promulgated thereunder;

“Investment Agreement” means the investment agreement related to the Company dated 29 April 2019 as amended on 20 April 2020 and on 13 November 2020 between, among others, each Seller, the Managers’ Representative and the Company;

“Irrecoverable VAT” means any amount of VAT which a person has incurred (or the representative member of the VAT group of which such person is a member has been deemed by virtue of section 43(1) of the Value Added Tax Act 1994 or any equivalent provision in any other jurisdiction, to have incurred in relation to supplies made to the first person) and which neither that person nor any other member of such VAT group is able to recover (pursuant to, and as so entitled in accordance with any relevant VAT law) within 12 months, using reasonable endeavours (by way of credit, repayment, refund or otherwise) from any relevant Tax Authority;

“Known Leakage” has the meaning given in Clause 6.3(k);

“Laws” means all applicable legislation, statutes, directives, regulations, judgments, decisions, decrees, orders, instruments, by-laws, and other legislative or regulatory measures or decisions having the force of law, treaties, conventions and other agreements between states or countries, or between states or countries and the European Union or other national or supranational bodies, rules of common law, customary law and equity and all civil or other codes and all other laws of, or having effect in, any jurisdiction, from time to time, including the Lloyd’s Regulations;

“Leakage” has the meaning given in Clause 4.6;

“Letter of Intent” means the letter of intent relating to the Quota Share Reinsurance Agreement entered into between the AIG Buyer and the Company on the date of this Deed;

“Lloyd’s” means the Society incorporated by the Lloyd’s Act 1871 by the name of “Lloyd’s”;

“Lloyd’s Regulations” means any requirement imposed by any byelaw or regulation or code of practice made under the Lloyd’s Acts 1871 to 1982, any condition or requirement imposed or direction given under any such byelaw or regulation or code of practice or market bulletin, any direction given under section 6 of the Lloyd’s Act 1982, any requirement imposed by or under any undertaking given by any Group Company to the Council of Lloyd’s and any other requirement imposed or direction given by the Council of Lloyd’s;

“Locked Box Accounts” means the document set out in the Data Room at 3.1.3.3;

“Locked Box Date” means 31 December 2024;

“Longstop Date” means 5.00 p.m. on the date falling nine months following the date of this Deed or such later time and date as may be agreed in writing between the Sellers, each Buyer and the Company;

“Losses” means all costs, losses, liabilities, damages, claims, demands, proceedings, expenses, penalties and legal and other professional fees;

“Luxembourg Law” means Luxembourg law of 7 December 2015 on the insurance sector, as amended;

“Management Warranty Deed” means the management warranty deed entered into on the date of this Deed between the Warrantors (as defined therein) and the AIG Buyer;

“Managers” has the meaning given in the Investment Agreement;

“Managers’ Representative” has the meaning given in the “parties” section of this Deed;

“New Bye-laws” means the amended and restated bye-laws of the Company in the Agreed Form to be adopted upon Completion reflecting any updates to the provisions which are identified therein as being subject to further amendment or population prior to Completion;

“New Company Indebtedness” means:

- (a) the proposed issuance, offering and sale by the Company in the international capital markets, in reliance on Regulation S and/or Rule 144A under the U.S. Securities Act of 1933, as amended, of an aggregate amount of up to \$600 million of debt securities, with terms capable of qualifying as Tier 2 Ancillary Capital as set out in the Bermuda Insurance (Group Supervision) Rules 2011, or such other debt securities or other permanent financing in such tranches, form and currency as the Company may reasonably deem appropriate; and
- (b) if there is no issuance, offering or sale of the debt securities or other form of permanent financing mentioned in paragraph (a) of this definition on or prior to Completion, the incurrence of the debt financing under the Bridge Facility Agreement in any amount the Company deems necessary to pay amounts due by the Company under any Transaction Document on Completion;

“Onex Burdensome Condition” has the meaning given in Clause 5.2(b);

“Onex Buyer” has the meaning given in the “parties” section of this Deed;

“Onex Buyer Guaranteed Obligations” means all the Onex Buyer’s present and/or future obligations under or in respect of this Deed;

“Onex Buyer HSR Notification” has the meaning given in Clause 5.2(b);

“Onex Consideration Amount” has the meaning given in Clause 3.3(a);

“Onex Corp.” has the meaning given in the “parties” section of this Deed;

“Onex Investment” means the share subscription by the AIG Buyer (or one or more of its Affiliates) in Onex Corp. pursuant to, and in accordance with the terms of, the Onex Subscription Agreement;

“Onex Investment Condition” has the meaning given in Clause 5.1(f);

“Onex Investment Fund” has the meaning given in the definition of “Affiliates”;

“Onex Share Number” has the meaning given in Clause 2.1(a);

“Onex Subscription Agreement” means the subscription agreement entered into on the date of this Deed between the AIG Buyer (or one or more of its Affiliates) and Onex Corp. pursuant to which the AIG Buyer (or one or more of its Affiliates) will subscribe for subordinate voting shares in the capital of Onex Corp.;

“Other Shareholder Buyback Shares” means the A1 Ordinary Shares and A2 Ordinary Shares to be set out in the Other Shareholder Share Buyback Agreement that the Company shall repurchase from the Participating Other Shareholders, and cancel, pursuant to the terms of the Other Shareholder Share Buyback Agreement;

“Other Shareholder Share Buyback” means the repurchase and cancellation of the Other Shareholder Buyback Shares pursuant to, and in accordance with, the Other Shareholder Share Buyback Agreement;

“Other Shareholder Share Buyback Agreement” means the share buyback agreement between the Company and the Participating Other Shareholders in the Agreed Form;

“Other Shareholders” means each holder of A1 Ordinary Shares and/or A2 Ordinary Shares (other than the Sellers) as at the date of this Deed;

“Participating Other Shareholders” means the Other Shareholders who have elected by notice to the Company following receipt of a request from the Company in accordance with Clause 6.2 and who enter into the Other Shareholder Share Buyback Agreement;

“Per Share Consideration” means an amount in US dollars equal to the Consideration divided by the aggregate number of Shares set out in Schedule 2 (disregarding any impact of Clause 3.8(a));

“Per Share Post-Known Leakage Consideration” means an amount in US dollars equal to (i) the Consideration less any Known Leakage; divided by (ii) the aggregate number of Shares set out in Schedule 2 (disregarding any impact of Clause 3.8(a));

“Permitted Leakage” has the meaning given in Clause 4.7;

“PRA” means the Prudential Regulation Authority;

“Press Release” has the meaning given in Clause 13.5;

“Quota Share Reinsurance Agreement” means the quota share reinsurance agreement between the applicable AIG Buyer’s Buyer Group parties and the Company (for and on behalf of any and all other current and future Group Companies) as contemplated by, and to be entered into on or before the Completion Date in accordance with, the Letter of Intent;

“Regulated Group Company” means each of:

- (a) Convex Re Limited;
- (b) Convex Insurance UK Limited;
- (c) Convex Europe SA;
- (d) Convex Guernsey Limited; and
- (e) Convex North America Insurance Services LLC;

“Regulatory Authorities” means:

- (a) the BMA (in respect of Convex Re Limited and the Company);
- (b) the PRA (in respect of Convex Insurance UK Limited);
- (c) the CAA (in respect of Convex Europe SA);
- (d) the GFSC (in respect of Convex Guernsey Limited); and
- (e) the Texas Department of Insurance (in respect of Convex North America Insurance Services LLC);

“Regulatory Conditions” means the conditions set out in Clause 5.1(d);

“Relief” means:

- (a) any loss, relief, allowance or credit in respect of any Tax and any deduction in computing income, profits or gains for the purposes of any Tax; or
- (b) any right to a refund or repayment of Tax;

“Representatives” means

- (a) in relation to a Buyer, any member of its Buyer Group and their respective directors, officers, employees, agents, consultants, advisers, auditors and accountants;
- (b) in relation to the Company, the Group Companies, any of its direct or indirect shareholders, and any of the foregoing’s respective directors, officers, employees, agents, consultants, advisers, auditors and accountants;
- (c) in relation to each of the Managers’ Representative and the A2 Shareholders’ Representative, his advisers and accountants, together with any Representatives of the Company; and
- (d) in relation to any other person, its Affiliates and its and their respective directors, officers, employees, agents, consultants, advisers, auditors and accountants;

“Resignation Letter” has the meaning given in paragraph 1.2 of Schedule 5;

“Rules” has the meaning given in Clause 26.2;

“Scheduled Completion Date” has the meaning given in Clause 7.6;

“Seller Buyback Shares” means, subject to Clause 3.8(b), in respect of each Seller, the number of A1 Ordinary Shares it holds to be repurchased and cancelled by the Company pursuant to the terms of the Seller Share Buyback Agreement set out against its name in Schedule 3;

“Seller Share Buyback” means the repurchase and cancellation of the Seller Buyback Shares pursuant to, and in accordance with, the Seller Share Buyback Agreement;

“Seller Share Buyback Agreement” means the share buyback agreement entered into on the date of this Deed and effective upon Completion between the Company and the Sellers;

“Sellers” has the meaning given in the “parties” section of this Deed;

“Sellers’ Bank Account” means the account notified to the Buyers in the Completion Schedule or such other account as the Sellers shall notify to the relevant payer(s) at least five Business Days before the relevant due date for such payment;

“Senior Manager” means any Other Shareholder that holds any B Ordinary Shares and/or any options under the Company’s 2025 share option plan;

“Share Buyback Condition” has the meaning given in Clause 5.1(e);

“Shares” means, subject to Clause 3.8(a), 2,241,232,763 A1 Ordinary Shares;

“Surviving Provisions” means Clauses 1, 13, 14.2, 16 and 18 to 27;

“Suspensory Interim Order” means an “interim order” as defined in the National Security and Investment Act 2021 that is suspensory in nature;

“Tax” means:

- (a) all forms of tax, levy, impost, contribution, duty, liability and charge in the nature of taxation, in each case, imposed by a tax authority (including payment under the Corporation Tax (Instalment Payments) Regulations 1998) and all related withholdings or deductions of any nature (including, for the avoidance of doubt, PAYE and National Insurance contribution liabilities in the United Kingdom and corresponding obligations elsewhere); and
- (b) all related fines, penalties, charges and interest,

whether directly or primarily chargeable against, recoverable from or attributable to any Group Company or another person and regardless of whether any Group Company has, or may have, any right of reimbursement against any other person (and **“Taxes”** and **“Taxation”** shall be construed accordingly);

“Tax Authority” means a governmental (local or central), state or municipal authority (whether within or outside the United Kingdom) competent to impose a liability for or to collect Tax or make any decision or ruling on any matter relating to Tax;

“Tax Return” means any return, declaration, report, notice, claim for refund, information or statement relating to Tax filed or required to be filed with a Tax Authority, including any schedule, supplement or attachment thereto, including any amendment thereof;

“Transaction” means the transactions contemplated by this Deed and the other Transaction Documents or any part thereof;

“Transaction Costs” means the amount of any professional or other fees and expenses (for the avoidance of doubt, including disbursements) paid or agreed to be paid or incurred or owing since the Locked Box Date by a Group Company (except for fees and expenses listed in Schedule 7) in connection with the Transaction, excluding any VAT (other than any Irrecoverable VAT) thereon;

“Transaction Documents” means this Deed, the AIG Fund Commitment Agreement, the Letter of Intent, the Onex Subscription Agreement, the Seller Share Buyback Agreement, the Management Warranty Deed, the Disclosure Letter, the Bridge Facility Agreement and any other documents in Agreed Form or required to be entered into pursuant to this Deed;

“VAT” means (a) in the United Kingdom, the value added tax imposed by the Value Added Tax Act 1994 and legislation and regulations supplemental thereto; (b) in relation to any jurisdiction within the European Union, the value added tax provided for in Directive 2006/112/EC and charged under the provisions of any national legislation implementing that directive; and (c) any other Tax of a similar nature to the Taxes referred to in (a) or (b), whether imposed in the UK or the European Union in substitution for, or levied in addition to, the Taxes referred to in (a) or (b) or imposed in any other jurisdiction; and

“Working Hours” means 9:30 a.m. to 5:30 p.m. (based on the time at the location of the address of the recipient of the relevant notice) on a Business Day.

1.2 In this Deed, unless expressly stated otherwise:

- (a) “subsidiary undertaking” and “parent undertaking” shall be construed in accordance with section 1162 of the Companies Act 2006;
- (b) every reference to a particular Law shall be construed also as a reference to all other Laws made under the Law referred to and to all such Laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other Laws from time to time and whether before or after Completion provided that, as between the parties, no such amendment or modification after the date of this Deed shall apply for the purposes of this Deed to the extent that it would impose any new, increased or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party under this Deed;
- (c) references to Clauses and Schedules are references to clauses of and schedules to this Deed, references to paragraphs are references to paragraphs of the Schedule in which the reference appears and references to this Deed include the Schedules;
- (d) references to the singular shall include the plural and vice versa and references to one gender include any other gender;
- (e) references to a “party” means a party to this Deed and includes its successors in title, personal representatives and permitted assigns;
- (f) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (g) references to a “company” includes any company, corporation or other body corporate wherever and however incorporated or established;
- (h) references to the phrase “to the extent that” are a matter of degree and are not synonymous with “if”;

- (i) references to “US dollars”, “USD” or “\$” are references to the lawful currency from time to time of the United States of America;
- (j) references to times of the day are to New York time unless otherwise stated;
- (k) references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- (l) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any other legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- (m) words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things;
- (n) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes” and “including” shall be construed without limitation;
- (o) where this Deed requires any party to reimburse or indemnify another party for any cost, expense or liability, references to such “costs”, “expenses” and/or “liabilities” (or similar phrases or expressions) incurred by a person shall not include any amount in respect of VAT other than Irrecoverable VAT; and
- (p) a procuring obligation, where used in the context of any Seller being required to procure that a Group Company takes or refrains from taking any action, means that such Seller undertakes to exercise all of its rights (including its voting rights) and otherwise use all reasonable endeavours to use such powers as are vested in it from time to time as a (direct or indirect) shareholder of such Group Company, to ensure that such Group Company complies with the relevant obligation.

1.3 The headings and sub-headings in this Deed are inserted for convenience only and shall not affect the construction of this Deed.

1.4 Each of the schedules to this Deed shall form part of this Deed.

1.5 References to a document (including this Deed) include such document as amended or varied in accordance with its terms.

1.6 All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one Seller or more than one Buyer under this Deed are, unless otherwise stated, given or entered into severally and not jointly and severally and accordingly the liability of each Seller and each Buyer in respect of any breach of any such obligation, undertaking or liability shall extend only to any loss or damage arising from its own breach, provided that if more than one Seller or more than one Buyer is liable in respect of the same breach of any such obligation, undertaking or liability, each such Seller and each such Buyer (as applicable) shall bear its pro rata share of such liability calculated by reference to the number of Shares sold by such Seller under this Deed or received by such Buyer under this Deed, respectively.

2. SALE OF SHARES

2.1 On the terms set out in this Deed:

- (a) each Seller shall sell and the Onex Buyer shall purchase the legal and beneficial interest in the Shares set out against such Seller's name in Part 1 of Schedule 2 (as such number may be reduced by operation of Clause 3.8(a)) (the aggregate number of such Shares, the "**Onex Share Number**"); and
- (b) each Seller shall sell and the AIG Buyer shall purchase the legal and beneficial interest in the Shares set out against such Seller's name in Part 2 of Schedule 2 (as such number may be reduced by operation of Clause 3.8(a)) (the aggregate number of such Shares, the "**AIG Share Number**"),

in each case with effect from Completion, with full title guarantee, free from all Encumbrances, together with all rights attaching to such Shares as at Completion (including all dividends and distributions declared, paid or made in respect of the Shares after the Completion Date).

2.2 Each Seller, the Managers' Representative and the A2 Shareholders' Representative irrevocably:

- (a) waives any right (including any right of pre-emption or other restriction on transfer) in respect of the Shares conferred on it under any agreement or otherwise, including in the Existing Bye-laws, in connection with Transaction (including the sale of the Shares pursuant to this Deed); and
- (b) consents to the Transaction for all purposes, including in respect of any agreement (including in the Existing Bye-laws) or otherwise (and for the purposes of bye-laws 9.2(a)(iv) and 9.2(b)(iii) of the Existing Bye-laws, the Managers' Representative hereby irrevocably consents to, and the Sellers shall procure that an Investor Director (as defined in the Existing Bye-laws) shall (prior to Completion) irrevocably consent to, the Transaction, including (i) transfer of the Shares to the Buyers pursuant to this Deed, (ii) the repurchase and cancellation of the Seller Buyback Shares pursuant to the Seller Share Buyback Agreement; and (iii) the repurchase and cancellation of the Other Shareholder Buyback Shares pursuant to the Other Shareholder Share Buyback Agreement and Clause 5.24).

3. **CONSIDERATION**

3.1 The purchase price for the sale of the Shares under this Deed shall be the amount in US dollars equal to the Consideration, less any amounts to be deducted under Clause 3.4.

3.2 Each Seller agrees that the Consideration shall be allocated among the Sellers such that each Seller receives an amount equal to the Per Share Consideration for each Share it sells to a Buyer (subject to Clause 3.4), but neither Buyer shall be concerned with, or have any liability whatsoever with respect to, such allocation or for any failure by any Seller or any other person to allocate such sum among the Sellers.

3.3 The purchase price to be paid by the Buyers to the Sellers at Completion shall be as follows:

- (a) the Onex Buyer shall, pursuant to the direction in Clause 3.5, pay to the Sellers' Bank Account an amount in US dollars equal to the Per Share Consideration multiplied by the Onex Share Number, less any amounts to be deducted under Clause 3.4 (such amount, the "**Onex Consideration Amount**"); and
- (b) the AIG Buyer shall, pursuant to the direction in Clause 3.5, pay to the Sellers' Bank Account an amount in US dollars equal to the Per Share Consideration multiplied by the AIG Share Number, less any amounts to be deducted under Clause 3.4 (such amount, the "**AIG Consideration Amount**").

- 3.4 The portion of the Consideration payable to each Seller shall be reduced by an amount equal to the Known Leakage allocable to that Seller as set out in the Completion Schedule. The aggregate reduction to the Consideration payable to all Sellers pursuant to the prior sentence shall be allocated between the Buyers based on the Buyer's Percentage.
- 3.5 Each Seller irrevocably and unconditionally directs and authorises each Buyer to pay all cash amounts payable to it under this Deed by that Buyer to the Sellers' Bank Account on its behalf.
- 3.6 Where any payment is made by any Seller to the Buyers in satisfaction of a liability arising under this Deed, it shall to the extent lawful, be treated by the Buyers and the Sellers as an adjustment to the Consideration paid to such Seller in respect of its Shares for all Tax reporting purposes.
- 3.7 Each of the Buyers shall be entitled to deduct and withhold, or cause to be deducted and withheld, from any payment made pursuant to this Deed such amounts as it is required to deduct or withhold under applicable Tax laws. To the extent amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes under this Deed as having been paid to the person in respect of which such deduction or withholding was made.
- 3.8 If the Per Share Post-Known Leakage Consideration exceeds the Base Per Share Consideration:
- (a) the aggregate number of Shares set out in Schedule 2 shall be deemed reduced to an amount equal to "X", where $X = \text{Base Consideration} / \text{Per Share Post-Known Leakage Consideration}$ (rounded to the nearest whole number) (and any deemed reduction in the number of Shares shall be apportioned among the Sellers pro rata to their shareholdings in the Company and each Buyer pro rata to the number of Shares they are acquiring pursuant to this Deed, in each case rounded to the nearest whole number, preserving to the extent practically possible the proportions of Shares set out in Schedule 2 to be sold by the Sellers and acquired by the Buyers); and
 - (b) in respect of each Seller, the number of Shares deemed reduced by Clause 3.8(a) shall be deemed added to the number of such Seller's Seller Buyback Shares,

it being acknowledged and agreed that:

- (i) where this Clause 3.8 applies, the Company and the Sellers shall promptly (and in any event before Completion) amend the Seller Share Buyback Agreement to reflect the final number of each Seller's Share Buyback Shares as notified in the Completion Schedule; and
- (ii) in no event shall:
 - (A) the Onex Buyer be required to pay an amount to the Sellers (in aggregate) in excess of \$3,834,981,743.31 (assuming no Leakage) in respect of the Shares set out in Part 1 of Schedule 2; or
 - (B) the AIG Buyer be required to pay an amount to the Sellers (in aggregate) in excess of \$2,122,975,651.75 (assuming no Leakage) in respect of the Shares set out in Part 2 of Schedule 2.

4. LEAKAGE

- 4.1 Each Seller undertakes to each Buyer that if any Leakage occurs or has occurred at any time from the Locked Box Date up to and including Completion, only to the extent such Leakage is actually received by or on behalf of, or benefitted from by, such Seller or any of its Affiliates or Connected Persons (excluding the amount of any Known Leakage which actually reduces

the Consideration paid at Completion), then, subject to both Completion occurring and the subsequent provisions of this Clause 4, such Seller shall pay to the Buyers (on an after-Tax basis), immediately on demand by any Buyer, an amount in cash (and in the same currency in which the Leakage occurred) equal to the aggregate amount of such Leakage. Any such payment shall be allocated between the Buyers based on the Buyer's Percentage.

4.2 For the purposes of Clauses 3.4 and 4.1, any Leakage (including Known Leakage):

- (a) which is a payment or incurrence of any Tax under Clause 4.6(n), shall be regarded as having benefitted each Seller to the extent that the Leakage pursuant to Clauses 4.6(a) to 4.6(m) which gave rise to such Tax was received by or on behalf of, or for the benefit of, such Seller or such Seller's Affiliates or Connected Persons;
- (b) shall exclude VAT other than Irrecoverable VAT;
- (c) shall be calculated net of any Relief available to a Group Company in a taxable period (or portion thereof) ending on or prior to the Completion Date which arises as a result of such Leakage, which is fully utilised by a Group Company during a taxable period ending prior to the Completion Date, to the extent that such Relief has resulted in a reduction of Tax payable by a Group Company or a repayment of Tax to a Group Company;
- (d) received by or on behalf of, or benefitted from by, a person who is not a Seller but is an Affiliate or Connected Person of more than one Seller shall be deemed to have benefitted each Seller of whom such person is an Affiliate or Connected Person pro rata by all such Sellers calculated by reference to the value realised by all such Sellers pursuant to the Transaction (provided always that the Buyers may not recover more than once in respect of the same Leakage); and
- (e) which comprises Transaction Costs shall be deemed to have benefitted each Seller pro rata calculated by reference to the value realised by all such Sellers and all Participating Other Shareholders pursuant to the Transaction.

4.3 Any claim to be made by a Buyer pursuant to Clause 4.1 must be made in writing to each relevant Seller within six months following the Completion Date setting out:

- (a) such Buyer's calculation of the amount of Leakage; and
- (b) such other information as is relevant to the claim at the time and in the possession or under the control of such Buyer,

and each such Seller shall cease to be under any liability to such Buyer or any other person in respect of all and any such claims not so notified to each such Seller.

4.4 The liability of any Seller for any claim notified under Clause 4.3 shall (if it has not been previously satisfied, settled or withdrawn) cease six months after the date on which such claim was notified by a Buyer unless court proceedings in respect of the subject matter of the claim:

- (a) have been commenced by being both issued and validly served on such Seller; and
- (b) have not been withdrawn or terminated and are continuing to be pursued with reasonable diligence by such Buyer.

4.5 Each Buyer acknowledges and agrees that the only remedy available to it under this Deed for any Leakage is contained in Clause 4.1.

4.6 “**Leakage**” means any of the following by any Group Company, to the extent it does not constitute Permitted Leakage, and in each case without double-counting:

- (a) the making or payment of any dividend or other distribution (whether in cash or kind) in favour of any Seller or any Affiliate or Connected Person of any Seller;
- (b) any payment (whether in cash or in kind) made, or liability assumed, in respect of a distribution, repurchase, repayment, redemption or return (whether in part or in full, and whether in respect of principal or interest) of any share capital of a Group Company held by any Seller or any Affiliate or Connected Person of any Seller;
- (c) the payment of any sum (whether in cash or in kind) to, or entering into any transaction with, any Seller, any Affiliate of any Seller or any of its Connected Persons, other than any payments or transaction made or entered into at fair market value and on arm’s length terms and in the ordinary and usual course of business which are consistent with past practice and are not arising in connection with the Transaction;
- (d) the sale, purchase, transfer, surrender or disposal of any asset to any Seller, any Affiliate of any Seller or any Connected Person of any Seller unless it is at a fair market value, on arms’ length terms and made in the ordinary and usual course of business and consistent with past practice under arrangements in effect as of the date of this Deed and not arising in connection with the Transaction (with the amount of Leakage arising under this Clause 4.6(d) being equal to the fair market value of the relevant asset less any cash and the fair market value of any other consideration received or to be received for it);
- (e) the amount of any gift or other gratuitous payment made by a Group Company to or for the benefit of any Seller, any Affiliate of any Seller or any Connected Person of any Seller, other than any charitable donations made in the ordinary and usual course, consistent with past practice as of the date of this Deed and not arising in connection with the Transaction;
- (f) the payment of any Transaction Costs;
- (g) the amount of any guarantee or indemnity entered into by any Group Company relating to an obligation of any Seller or any Affiliate of any Seller or any of its Connected Persons, or any payment in connection with such a guarantee or indemnity (but excluding any customary indemnities given by any Group Company to: (i) professional advisers in engagement letters relating to the Transaction; and/or (ii) a director of any Group Company in the ordinary course of business and consistent with past practice under arrangements in effect as of the date of this Deed and not arising in connection with the Transaction);
- (h) the forgiveness, discount, release or waiver of any right, amount owed to, debt or claim outstanding against, any Seller, any Affiliate of any Seller or any of its Connected Persons;
- (i) the payment of management, consulting, transaction, monitoring, directors’ or service or other similar fees, costs or expenses by any Group Company to any Seller, any Affiliate of any Seller or any of its Connected Persons, except in the ordinary and usual course, consistent with past practice under arrangements in effect as of the date of this Deed and not arising in connection with the Transaction;
- (j) any transaction bonus, fee or amount (or other similar compensation or benefits) incurred, paid or payable by any Group Company to any employee, consultant, advisor, manager, director or officer of any Group Company, any Seller, any Affiliate of any

Seller or any of its Connected Persons triggered by, or otherwise payable in connection with, the execution of this Deed or the consummation of the transactions contemplated by this Deed;

- (k) any Encumbrance made, created or granted over the assets, rights or other interests of any Group Company by or in favour of any Seller, any Affiliate of any Seller or any of its Connected Persons;
- (l) the making of or entering into of any legally binding agreement or arrangement relating to any of the foregoing matters;
- (m) any deferred bonus plan payouts for unaccrued or contingent amounts, any liquidity events or cash settlements arising in connection with the Transaction under the Convex Management Incentive Plan or Convex Unapproved Share Option Plan, and any unaccrued severance obligations; or
- (n) the payment or incurrence of any Tax as a consequence of Clauses 4.6(a) to 4.6(m).

4.7 **“Permitted Leakage”** means any of the following by any Group Company, in each case without double-counting:

- (a) any payment made in respect of salaries, pension contributions, performance or other bonuses or other reimbursements, benefits, fees or expenses due to any director, officer, employee or consultant of any Group Company in the ordinary and usual course of their directorship, employment or consultancy which is consistent with past practice and is not arising in connection with the Transaction;
- (b) any release or waiver of liability in favour of a director of a Group Company included in this Deed or any Resignation Letter;
- (c) any provision of service to or other non-cash benefit received as a result of the provision of services to any Seller or any of its Affiliates or Connected Persons in respect of time spent and services provided by employees of a Group Company, in each case in connection with the Transaction;
- (d) any payment made or actions undertaken by or on behalf of any Group Company in connection with trading in respect of goods or services provided in the ordinary and usual course of business on arms' length terms which is consistent with past practice as of the date of this Deed and is not arising in connection with the Transaction;
- (e) any payment to a person insured or reinsured by any Group Company, in the ordinary course of business consistent with past practice;
- (f) any payment for reimbursement of expenses, including travel and entertainment expenses, in the ordinary course of business consistent with past practice;
- (g) any payment made by or on behalf of any Group Company to the extent that specific provision, reserve or allowance has been made for it, or it has otherwise been taken into account, in the Locked Box Accounts;
- (h) any payment made or any action undertaken prior to Completion at the written request, or with the prior written consent, of both the AIG Buyer and the Onex Buyer and expressly acknowledged by both of them as constituting Permitted Leakage;
- (i) directors' and officers' insurance costs consistent with the directors' and officers' insurance costs of the Group in the 12 months prior to the Locked Box Date or

otherwise incurred for any directors' and officers' insurance policy as contemplated in this Deed;

- (j) any payment of consideration pursuant to the Seller Share Buyback Agreement and/or the Other Shareholder Share Buyback Agreement as expressly provided for therein;
- (k) any payment expressly contemplated by or expressly required under any Transaction Document;
- (l) any payment of fees, costs and commissions pursuant to, or in connection with the Bridge Facility Agreement and the New Company Indebtedness;
- (m) any payment, declaration or distribution made in respect of any Preference Shares (as defined in the Certificate of Designation) of the Company outstanding as of the date of this Deed, whether by way of dividend, redemption, repurchase or otherwise, in each case, in accordance with the Certificate of Designation;
- (n) any Leakage that has been refunded or reimbursed to a Group Company without cost or liability to any applicable Buyer or Buyer Group;
- (o) any agreement or arrangement made or entered into by any Group Company to do or give effect to any matter referred to in Clauses 4.7(a) to 4.7(m); or
- (p) any Tax that arises in respect of any matter referred to in Clauses 4.7(a) to 4.7(o).

5. CONDITIONS

The Conditions

5.1 Completion shall be subject to each of the following conditions (the “**Conditions**”) being satisfied (or waived to the extent permitted hereunder) by the Longstop Date:

- (a) any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “**HSR Act**”) in respect of the Transaction, including any timing agreement or other commitment with any Authority not to complete the Transaction, shall have expired or been terminated;
- (b) the Anti-trust Authorities in each of Austria, Australia, Brazil, Germany, Israel, Japan and South Korea having granted (or being deemed to have granted, including by way of an Anti-trust Authority not issuing a decision by the expiry of the relevant period after a complete notification has been filed with such Anti-trust Authority) their consent, approval, clearance, confirmation or waiver of licence in respect of the Transaction as necessary under applicable Anti-trust Laws (in each case, without the imposition of an AIG Burdensome Condition or an Onex Burdensome Condition) or having confirmed that there is no such requirement;
- (c) in respect of the Onex Investment, clearance of the Transaction by the Italian Presidency of the Council of Ministers (*Presidenza del Consiglio dei Ministri*), pursuant to Italian Law Decree No. 21 of 15 March 2012, as converted into law by Italian Law No. 56 of 2012, and as subsequently amended and supplemented, including also any declaration considering that the Transaction falls outside the scope of application of the abovementioned provisions of law, and the expiry of the applicable screening period (or of any extension thereof), as applicable, without the issuance of any explicit decision (in each case, without the imposition of an AIG Burdensome Condition or an Onex Burdensome Condition);

- (d)
 - (i) each Regulatory Authority:
 - (A) having given notice in writing of its conditional or unconditional approval of or non-objection to the acquisition of control by the AIG Buyer, the Onex Buyer and any other person who is to acquire (directly or indirectly) the relevant percentage ownership of a Regulated Group Company at Completion that requires it to obtain approval or non-objection as a controller or shareholder controller (as applicable) of a Regulated Group Company, in each case without imposition of an AIG Burdensome Condition in relation to the acquisition of control by the AIG Buyer of a Regulated Group Company at Completion or an Onex Burdensome Condition in relation to the acquisition of control by the Onex Buyer of a Regulated Group Company at Completion; or
 - (B) except in the case of the CAA, being treated as having approved or not objected to the acquisition of control by each such person following the expiry of a statutory determination period,in each case as more specifically set forth in Schedule 6; and
 - (ii) if required, the applicable Authority in the jurisdiction of domicile of each of the AIG Buyer's Buyer Group parties to the Quota Share Reinsurance Agreement having given notice in writing of its conditional or unconditional approval of the entry into the Quota Share Reinsurance Agreement, in each case, without the imposition of an AIG Burdensome Condition;
- (e) the Seller Share Buyback and the Other Shareholder Share Buyback being completed in all respects (save, in relation to the Other Shareholder Share Buyback, to the extent if any consideration payable to a Participating Other Shareholder that is an employee of a Group Company is to be paid in the payroll cycle of their employer Group Company immediately subsequent to completion of the Other Shareholder Share Buyback), in each case substantially contemporaneously with Completion and in each case in accordance with the terms of the Seller Share Buyback Agreement and the Other Shareholder Share Buyback Agreement, respectively (the "**Share Buyback Condition**");
- (f) Onex Corp. completing its obligations to effect the Onex Investment substantially contemporaneously with Completion in accordance with the terms of the Onex Subscription Agreement (the "**Onex Investment Condition**"); and
- (g) in the case of each Buyer's obligations to effect Completion:
 - (i) since the date of this Deed, there not having occurred any Company Material Adverse Effect;
 - (ii) each of the other parties to this Deed having performed in all material respects all of its obligations hereunder required to be performed by it as of or prior to Completion;
 - (iii) the warranties set forth in Clauses 9.1(a), 9.1(b), 9.1(c), 9.1(d)(i), 9.1(f) and 9.5 being true and correct in all material respects when deemed repeated pursuant to Clause 9.2;

- (iv) the warranties set forth in Clauses 9.1(d)(ii), 9.1(d)(iii) and 9.1(e) being true and correct when deemed repeated pursuant to Clause 9.2, except for inaccuracies that would not materially delay or prevent the relevant Seller from satisfying its obligations under Clause 7.2(a); and
- (h) in the case of the AIG Buyer's obligations to effect Completion:
 - (i) the warranties set forth in paragraphs 2(a), 3(a) and 3(b) of schedule 2 to the Management Warranty Deed being true and correct at and as of Completion as though made at and as of Completion and the Warranties in paragraphs 1, 2(b), 2(c) and 3(c) of schedule 2 to the Management Warranty Deed being true and correct on and as of the date of this Deed (in each case, subject to any disclosures made in the Disclosed Information (as defined in the Management Warranty Deed) by the Warrantors in respect of such Warranties), except for de minimis inaccuracies;
 - (ii) the warranties set forth in paragraph 7(b) of schedule 2 to the Management Warranty Deed being true and correct as of the date of this Deed (subject to any disclosures made in the Disclosed Information (as defined in the Management Warranty Deed) made by the Warrantors in respect of such Warranty); and
 - (iii) the warranties set forth in paragraphs 7(d), 7(e), 7(f), 8(a), 8(b)(i), 8(c), 8(d), 8(g), 9(a), 9(c), 10, 11(c), 12(b), 13(c), 13(d), 13(e)(ii), 14(b), 16, 17(b), 17(j), 17(k), 17(o), 17(p) and 17(q) of schedule 2 to the Management Warranty Deed being true and correct on and as of the date of this Deed and all other Warranties (as defined in the Management Warranty Deed) given by a Warrantor (as defined in the Management Warranty Deed) in schedule 2 to the Management Warranty Deed (other than the Warranties in paragraphs 7(c) and 8(f) of schedule 2 to the Management Warranty Deed) being true and correct at and as of Completion (in each foregoing case, subject to any disclosures made in the Disclosed Information (as defined in the Management Warranty Deed) by the Warrantors in respect of such warranties and disregarding all qualifications or limitations as to "material," "materiality" or "Company Material Adverse Effect"), in each foregoing case, except where the failure to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

--- *Promoting the satisfaction of the Conditions*

5.2

- (a) The AIG Buyer covenants and undertakes to each Seller, the Onex Buyer and the Company that it shall, and shall ensure that its Representatives shall, use best endeavours, co-operate in all actions and omissions and otherwise take all steps reasonably necessary (in each case as reasonably necessary and in sufficient time to result in the satisfaction of the Anti-trust Conditions and the Regulatory Conditions by the Longstop Date, provided that the AIG Buyer may only accept, undertake, perform or implement any remedy, commitment, obligation or restriction that relates, in whole or in part, to any Group Company with the prior written consent of the Onex Buyer, which shall not be unreasonably withheld (it being agreed that the foregoing shall not limit the Onex Buyer's obligations to each Seller and the Company hereunder))), in each case at its own cost and to ensure that the Anti-trust Conditions and the Regulatory Conditions are satisfied as soon as reasonably practicable and, in any case, no later than the Longstop Date; provided that notwithstanding anything to the contrary herein, the AIG Buyer shall not be required to take or agree to take any action, omission or step (including any remedy, commitment, obligation or restriction) if such action, omission

or step (i) would, individually or in the aggregate, reasonably be expected to be materially adverse to the ownership by the AIG Buyer (or its Affiliate) of the Shares set out in Part 2 of Schedule 2 or the rights under any Transaction Document of the AIG Buyer with respect to the Shares set out in Part 2 of Schedule 2 or any Group Company, (ii) is not conditioned on Completion, (iii) has any non-de minimis (individually or in the aggregate) adverse impact on or otherwise involves in any non-de minimis adverse respect any business, product or product lines, or service or service lines of the AIG Buyer or its Affiliates (for clarity, the investments contemplated by this Deed and the Onex Subscription Agreement and the transactions contemplated by the Letter of Intent shall not constitute businesses, product or product lines, or service or services lines of AIG Buyer or its Affiliates purposes of this clause (iii)), (iv) would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Group Companies or their businesses, operations or assets after Completion or (v) would require or involve any material adverse modifications to its economic rights under the Reinsurance Relationship (as defined in the Letter of Intent) (each, an “**AIG Burdensome Condition**”).

- (b) The Onex Buyer covenants and undertakes to each Seller, the AIG Buyer and the Company that it shall, and shall ensure that its Representatives shall use best endeavours, co-operate in all actions and omissions and otherwise take all steps reasonably necessary (in each case as reasonably necessary and in sufficient time to result in the satisfaction of Anti-trust Conditions solely in respect of any notification under the HSR Act for which the Onex Buyer or any one of its Affiliates is the Acquiring Person (as defined by 16 C.F.R. § 801.2) of the Group (the “**Onex Buyer HSR Notification**”) and the Regulatory Conditions by the Longstop Date, provided that the Onex Buyer may only accept, undertake, perform or implement any remedy, commitment, obligation or restriction that relates, in whole or in part, to any Group Company with the prior written consent of the AIG Buyer, which shall not be unreasonably withheld (it being agreed that the foregoing shall not limit the AIG Buyer’s obligations to each Seller and the Company hereunder)), in each case at its own cost and to ensure that the Anti-trust Conditions (in so far as they relate to the Onex Buyer HSR Notification) and the Regulatory Conditions are satisfied as soon as reasonably practicable and, in any case, no later than the Longstop Date; provided that, notwithstanding anything to the contrary herein, the Onex Buyer shall not be required to take or agree to take any action, omission or step (including any remedy, commitment, obligation or restriction) if such action, omission or step (i) would, individually or in the aggregate, reasonably be expected to be materially adverse to the ownership by the Onex Buyer of the Shares set out in Part 1 of Schedule 2 or the rights under any Transaction Document of the Onex Buyer with respect to the Shares set out in Part 1 of Schedule 2 or any Group Company, (ii) is not conditioned on Completion, (iii) has any non-de minimis (individually or in the aggregate) adverse impact on or otherwise involves in any non-de minimis adverse respect any business, product or product lines, or service or service lines of the Onex Buyer or its Affiliates (for clarity, the investments contemplated by this Deed and the Onex Subscription Agreement shall not constitute businesses, product or product lines, or service or services lines of Onex Buyer or its Affiliates purposes of this clause (iii)) that are unrelated to the transactions contemplated by this Deed or the Transaction Documents or (iv) would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Group Companies or their businesses, operations or assets after Completion (each an “**Onex Burdensome Condition**”).

- 5.3 Without limiting the provisos to Clauses 5.2(a) and 5.2(b), where an Authority requires (whether formally or informally) or may require a Buyer to take any action, omission or step which may reasonably be expected to constitute an AIG Burdensome Condition or an Onex

Burdensome Condition, the AIG Buyer and the Onex Buyer shall (to the extent legally permissible):

- (a) cooperate in good faith to seek to mitigate the actual or potential effects of such action, omission or step; and
- (b) discuss and present to, and engage with, the applicable Authority regarding any approaches or actions, omissions or steps,

in each case with a view to ensuring that such action, omission or step does not constitute an AIG Burdensome Condition or an Onex Burdensome Condition (as applicable).

5.4 As at the date of this Deed, each of the Onex Buyer and the AIG Buyer confirms (in respect of itself only) that it is not actually aware of any specific fact or circumstance relating to it or any member of its Buyer Group (of which the Company and/or the Sellers are not actually aware) that could cause any Regulatory Authority to condition its approval of, or non-objection to, the Transaction in such a way as would constitute an Onex Burdensome Condition or an AIG Burdensome Condition.

5.5 Without prejudice to Clause 5.2, the Company shall give notice to:

- (a) the Texas Department of Insurance of the indirect change of control of Convex North America Insurance Services LLC arising in connection with the Transaction;
- (b) the BMA in respect of the proposed Seller Share Buyback and Other Shareholder Share Buyback;
- (c) the Bermuda Registrar of Companies of the beneficial owners, as defined in the Beneficial Ownership Act, of the Company as contemplated by the transactions under this Deed;
- (d) the BMA in respect of the transfer of Shares in the Company contemplated by the transactions under this Deed if required by the Bermuda Exchange Control Act,

in each case as soon as practicable and, in any case, within 20 Business Days of the date of this Deed.

5.6 The Company covenants and undertakes to each of the other parties hereto that it shall, and shall ensure that each relevant Group Company shall:

- (a) use best endeavours, co-operate in all actions and omissions and otherwise take all steps reasonably necessary, in each case at its own cost, to ensure that the Share Buyback Condition is satisfied substantially contemporaneously with Completion, including by making all such filings and notifications as soon as practicable upon becoming aware of any such requirement, and by incurring the New Company Indebtedness (if possible and if and to the extent required) and repurchasing shares in the capital of the Company in accordance with, and pursuant to, the terms of the Seller Share Buyback Agreement and the Other Shareholder Share Buyback Agreement, provided that neither the Company nor any of its Representatives shall be required to proceed with any incurrence under the New Company Indebtedness, the Seller Share Buyback and/or the Other Shareholder Share Buyback if an incurrence under the New Company Indebtedness, the Seller Share Buyback and/or the Other Shareholder Share Buyback would:
 - (i) at the relevant time, result in a breach of Law (including any regulatory capital requirements) and/or the terms of the Certificate of Designation; or

- (ii) at the relevant time, result in the Group failing to maintain prudent capital ratios which are, in all material respects, consistent with the capital ratios maintained by the Group in the ordinary course of its business; and
 - (b) subject to the Company's obligations as set out in paragraphs 1.1(a) and 1.1(b) of Schedule 4, not take any action that could reasonably be expected to adversely affect or delay the satisfaction of the Conditions and/or Completion.
- 5.7 Each Seller who is a relevant shareholder controller disposing of shares in the capital of the Company as part of the Transaction covenants and undertakes that it shall use best endeavours, co-operate in all actions and omissions and otherwise take all steps reasonably necessary, in each case at its own cost, to serve on the BMA a written notice pursuant to section 30EA of the Insurance Act within 20 Business Days of the date of this Deed to ensure that the Share Buyback Condition is satisfied as soon as reasonably practicable and, in any case, by no later than the Longstop Date.
- 5.8 Each of the Managers' Representative and the A2 Shareholders' Representative covenants and undertakes that it shall (in such capacity):
- (a) subject to his fiduciary duties to the Company and applicable Law, vote in favour of any resolutions of the board of directors of the Company required in connection with the Transaction, including the Seller Share Buyback and the Other Shareholder Share Buyback;
 - (b) vote in favour of any resolutions of the shareholders of the Company required in connection with Transaction, including the Seller Share Buyback and the Other Shareholder Share Buyback; and
 - (c) not take any action that could reasonably be expected to adversely affect or delay the satisfaction of the Share Buyback Condition, provided that, for the avoidance of doubt, any non-waiver of the Share Buyback Condition shall not amount to a breach of this Clause 5.8(c).
- 5.9 Each of the Sellers covenants and undertakes to the Company that it shall:
- (a) vote in favour of any resolutions put to the shareholders of the Company required in connection with the Transaction, including Seller Share Buyback and the Other Shareholder Share Buyback; and
 - (b) not take any action that could reasonably be expected to adversely affect or delay the satisfaction of the Conditions and/or Completion.
- 5.10 Each of the AIG Buyer and Onex Corp. covenants and undertakes to each Seller that it shall, and shall ensure that its Representatives shall use best endeavours to satisfy its obligations under the Onex Subscription Agreement to complete the Onex Investment substantially contemporaneously with Completion, subject to the terms and conditions thereof.
- 5.11 Without prejudice to Clauses 5.2, 5.3, 5.4 and 5.6, the AIG Buyer in respect of the Anti-trust Conditions and the Regulatory Conditions, and the Onex Buyer in respect of the Anti-trust Conditions (in so far as they relate to the Onex Buyer HSR Notification) and the Regulatory Conditions shall, and shall ensure that their respective Representatives shall:

--- Making filings and notifications

- (a) as soon as reasonably practicable and, in any case, within 20 Business Days after the date of this Deed, make all filings and notifications and otherwise seek to obtain all

consents, approvals, clearances, waivers or actions of any relevant Authorities necessary to satisfy the Anti-trust Conditions;

- (b) as soon as reasonably practicable and, in any case, within 20 Business Days after the date of this Deed, make all filings and notifications and otherwise seek to obtain all consents, approvals, clearances, waivers or actions of any relevant Authorities necessary to satisfy the Regulatory Conditions; and
- (c) request early termination of any applicable waiting periods under the HSR Act and under the Anti-trust Laws (to the extent reasonably available) and use its best endeavours to cause the expiration or termination of such waiting periods, or to comply with any request for additional information or documents that may be requested pursuant to any Law or by any Authority as promptly as reasonably practicable.

--- Regular discussions with the Sellers, the other Buyer and the Company

- (d) have regular discussions with the Sellers, the other Buyer and the Company:
 - (i) about the scope, timing and tactics for satisfying the Anti-trust Conditions and the Regulatory Conditions as soon as reasonably practicable and in any case by the Longstop Date; and
 - (ii) to otherwise keep the Sellers, the other Buyer and the Company regularly and reasonably informed of the progress of any notification or filing;

--- Communications with the Authorities

- (e) provide all information which is requested or required by any relevant Authority in relation to the Anti-trust Condition and the Regulatory Conditions promptly and in any case in accordance with any relevant time limit;
- (f) promptly notify the Sellers, the other Buyer and the Company of the making or commencement of any request or proceeding by or before any relevant Authority in relation to the Anti-trust Condition and the Regulatory Conditions;
- (g) promptly notify the Sellers, the other Buyer and the Company and provide a copy (or, if oral, a description) of any substantive or material communication (whether written or oral) from any relevant Authority in relation to the Anti-trust Conditions and the Regulatory Conditions;
- (h) provide the Sellers, the other Buyer and the Company with copies of all substantive or material communications with such Authority in relation to the Anti-trust Conditions and the Regulatory Conditions without unreasonable delay, to the extent reasonably practicable;
- (i) only make substantive or material communications (whether orally or in writing) with any relevant Authority in relation to the Anti-trust Conditions and the Regulatory Conditions after:
 - (i) consulting with, and taking into account the reasonable views of the Sellers, the other Buyer and the Company as to the mode, content and timing of such substantive or material communications; and
 - (ii) giving the Sellers, the other Buyer and the Company a reasonable opportunity to participate in and comment on such substantive or material communications.

- 5.12 The AIG Buyer] in respect of the Anti-trust Conditions and the Regulatory Condition, together with the Onex Buyer in respect of the Anti-trust Conditions (in so far as they relate to the Onex Buyer HSR Notification), have ultimate decision-making authority and control of the ultimate strategy for obtaining all consents, approvals, clearances, waivers or actions of any relevant Authorities necessary to satisfy the applicable Anti-trust Conditions and the Regulatory Conditions, provided that such Buyer shall consider the views of the Company and the other Buyer in good faith to the extent reasonably practicable.
- 5.13 Each of the AIG Buyer and the Onex Buyer shall use reasonable endeavours not to (whether alone or acting in concert with others) acquire or offer to acquire (or cause another person acting on its behalf to acquire or offer to acquire) any specialty insurance and reinsurance business based in the United Kingdom or in Bermuda with gross written premiums in excess of \$1 billion which acquisition would reasonably be expected to materially prejudice or delay the satisfaction of any of the Anti-trust Conditions and/or the Regulatory Conditions.

Foreign Direct Investment

- 5.14 Unless otherwise agreed by each Buyer and each Seller, no party shall (and the Company shall procure that no Group Company shall), to the maximum extent permitted by Law:
- (a) notify in any manner (including by way of a voluntary notification under the National Security and Investment Act 2021), the Secretary of State of the Transaction (unless a Suspensory Interim Order has already been given in connection with the Transaction); or
 - (b) take any action (and, in the case of the Company only, subject to its obligations as set out in paragraphs 1.1(a) and 1.1(b) of Schedule 4) which would reasonably increase the likelihood of a Suspensory Interim Order being given to any person in connection with the Transaction.

Sellers to request early termination of waiting periods

- 5.15 Each Seller and each Buyer shall, and shall ensure that each of its Affiliates shall, request early termination of any applicable waiting periods under the HSR Act and under the Anti-trust Laws (to the extent reasonably available) and use its best endeavours to cause the expiration or termination of such waiting periods, or to comply with any request for additional information or documents that may be requested pursuant to any Law or by any Authority as promptly as reasonably practicable. The AIG Buyer] in respect of the Anti-trust Conditions and the Regulatory Conditions and the Onex Buyer in respect of Anti-trust Conditions only as they relate to the Onex Buyer HSR Notification shall have the ability to (x) pull and refile or resubmit the notification and report forms pursuant to the HSR Act one time and (y) enter into a timing agreement or other commitment with any Authority not to consummate the Transaction, in each case with the prior consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed).

Sellers and Company to provide information

- 5.16 Each Seller and the Company shall, and shall ensure that each of its Affiliates and, before Completion, the Company shall procure that each Group Company shall:
- (a) promptly provide the Buyers and any relevant Authority in respect of the Anti-trust Conditions and the Regulatory Conditions with any information and documents reasonably required for the making of any filings, notifications or communications to any such Authority which are required to satisfy an Anti-trust Condition and/or the Regulatory Conditions;

- (b) promptly provide such information to a Buyer as such Buyer may reasonably request in connection with the satisfaction of any Condition;
- (c) promptly notify the Buyers of the making or commencement of any request or proceeding by or before any relevant Authority in relation to the Anti-trust Conditions, and/or the Regulatory Conditions; and
- (d) promptly notify the Buyers and provide a copy (or, if oral, a description) of any substantive or material communication (whether written or oral) from any relevant Authority in relation to the Anti-trust Conditions and/or the Regulatory Conditions.

Sellers and Buyers to provide information

- 5.17 Each Seller and each Buyer shall, and shall ensure that each of its Affiliates shall, promptly provide the Company and each other Group Company, each Other Shareholder and any relevant Authority as the Company (or any other Group Company) or any Other Shareholder may reasonably direct, with any information and documents reasonably required for the making of any filings, notifications or communications in respect of the Share Buyback Condition.

Commercially sensitive and privileged information

- 5.18 Nothing in this Deed shall require a party to disclose, or ensure the disclosure of, personally identifiable, commercially or competitively sensitive or legally privileged information regarding itself or its Representatives to another party, except to the extent of which it is necessary to ensure that the Conditions and any obligations under Clause 5.20 are satisfied, in which case such disclosure shall be on a confidential external counsel-to-counsel basis only, provided that, the Company shall only disclose to the AIG Buyer, and the AIG Buyer shall only be entitled to receive, information that would constitute Highly Confidential Information (as defined in the Clean Team Agreement) if disclosed via the “Clean Team” folder in the Data Room under the terms of, and subject to, the Clean Team Agreement.

Costs

- 5.19 Except as provided for in Schedule 7, each party shall bear its respective costs and expenses in connection with complying with this Clause 5 (it being understood that any Group Company’s professional or other fees and expenses paid or agreed to be paid or incurred or owing by a Group Company in connection with complying with this Clause 5 shall constitute Transaction Costs).

Giving notice of status of Conditions

- 5.20 Each party shall, to the extent permitted by Law, give written notice to each other party promptly after each time it becomes aware that:
- (a) a Condition which it is required to satisfy has been satisfied; or
 - (b) a Condition that is not capable of waiver hereunder cannot be satisfied by the Longstop Date.

Waiving conditions

- 5.21 The Anti-Trust Conditions, the Regulatory Conditions and the Onex Investment Condition shall not be capable of waiver, except, in the case of the Anti-Trust Conditions or the Regulatory Conditions, to the extent the Buyers, the Sellers and the Company agree in writing that the approval of an applicable Authority is not required to consummate the Transaction.

- 5.22 The Sellers (acting together) may, in their absolute discretion and to such extent as they think fit and are legally entitled to do so, waive the Share Buyback Condition, in whole or in part, by written notice to the Buyers and the Company, provided that, if the waiver, in whole or in part, of the Share Buyback Condition would result in the failure to complete the Other Shareholder Share Buyback in all respects (save to the extent if a Participating Other Shareholder that is an employee of a Group Company is to be paid in the payroll cycle of their employer Group Company immediately subsequent to completion of the Other Shareholder Share Buyback) substantially contemporaneously with Completion and in accordance with the terms of the Other Shareholder Share Buyback Agreement, then the prior written consent of the Managers' Representative and the A2 Shareholders' Representative shall be required to waive the Share Buyback Condition in whole or in part.

Consequences of Conditions not being waived or satisfied

- 5.23 If the Anti-trust Conditions and the Regulatory Conditions are not all satisfied by the Longstop Date, unless the parties agree otherwise in writing, this Deed shall automatically terminate on the Longstop Date (and at such time), following which Clause 14 shall apply.
- 5.24 Where the Share Buyback Condition is waived in whole or in part in accordance with Clause 5.22 and such waiver results in a Seller retaining some or all of its Seller Buyback Shares (such shares, the **"Excess Seller Buyback Shares"**):
- (a) the Company may (to the extent it has funds available with which to repurchase such Shares and that such repurchase would not result in a breach of Law (including any regulatory capital requirements) and/or the terms of the Certificate of Designation) serve notice in writing on each such Seller requiring each such Seller to sell, and such Seller shall be obliged to sell, some or all of such Excess Seller Buyback Shares (pro rata to the total number of Excess Seller Buyback Shares held by all such Sellers) for a price equal to:
 - (i) if such Excess Seller Buyback Shares are repurchased after the Completion Date but on or before the Longstop Date, an amount in US dollars equal to:
 - (A) the Base Per Share Consideration multiplied by the number of such Excess Seller Buyback Shares; plus
 - (B) an amount calculated on the basis of a 12% per annum return on the Base Per Share Consideration (accruing on a daily basis and assuming a 365 day year) from (but excluding) 1 May 2026 up to and including the date of repurchase multiplied by the number of such Excess Seller Buyback Shares; less
 - (C) an amount equal to the Leakage allocable to such Seller multiplied by the Excess Shares Percentage;
 - (ii) if such Excess Seller Buyback Shares are repurchased after the Longstop Date, an amount in US dollars equal to:
 - (A) the Base Per Share Consideration multiplied by the number of such Excess Seller Buyback Shares; plus
 - (B) (x) an amount calculated on the basis of a 12% per annum return on the Base Per Share Consideration (accruing on a daily basis and assuming a 365 day year) from (but excluding) 1 May 2026 up to and including the Longstop Date multiplied by the number of such Excess Seller Buyback Shares; plus (y) an amount calculated on the basis of a 20%

per annum return on the Base Per Share Consideration (accruing on a daily basis and assuming a 365 day year) from (but excluding) the Longstop Date up to and including 1 May 2027 multiplied by the number of such Excess Seller Buyback Shares; plus

- (C) an amount calculated on the basis of a 20% per annum return on the sum of (x) the Base Per Share Consideration and (y) the amounts set forth in clauses (B)(x) and (B)(y) above (accruing on a daily basis and assuming a 365 day year) from (but excluding) 1 May 2027 up to and including the date of repurchase (and compounded annually on every 1 May) multiplied by the number of such Excess Seller Buyback Shares; less
 - (D) an amount equal to the Leakage allocable to such Seller multiplied by the Excess Shares Percentage;
- (b) clause 3 (*Leakage*) of the Seller Share Buyback Agreement shall apply to such repurchase described in Clause 5.24(a) *mutatis mutandis*; and
 - (c) the Company covenants and undertakes to each such Seller that, unless and until it has repurchased all of the Excess Seller Buyback Shares, it shall not:
 - (i) make any return of capital (including a repurchase or redemption of any shares or equity securities of the Company) or distribution (save as required pursuant to the terms of the Certificate of Designation);
 - (ii) amend the bye-laws of the Company or the Certificate of Designation in a manner that would delay, or otherwise adversely affect the ability of the Company to effect, the repurchase; or
 - (iii) liquidate or wind-up the Company; and
 - (d) the Company covenants and undertakes that, unless and until it has repurchased all of the Excess Seller Buyback Shares, if A1 Ordinary Shares are converted into any other security or cash, the Company (or a new holding company) undertakes an initial public offering or similar transaction, and each Buyer undertakes that, unless and until the Company has repurchased all of the Excess Seller Buyback Shares, if there is a change of control of the Company or a Buyer transfers, directly or indirectly, some or all of its shareholding in the Company to a third party, each such Seller will be entitled to participate in such transaction and the Company or the relevant Buyer (as applicable) shall ensure that, as part of such transaction and substantially concurrently with the consummation of such transaction, each such Seller that then holds Excess Seller Buyback Shares receives cash at least equal to the amount that would be payable if the Excess Seller Buyback Shares it then holds were repurchased by the Company under Clause 5.24.

6. PRE-COMPLETION OBLIGATIONS

6.1 During the period from the date of this Deed to Completion:

- (a) the Company shall perform its obligations as set out in paragraphs 1.1(a) and 1.1(b) of Schedule 4;
- (b) each Seller (and each Seller shall procure that any person to whom its Shares are transferred prior to Completion) shall not exercise any of its voting or other rights which may have been conferred on it under the Existing Bye-laws or under the Investment

Agreement or under any other agreement or arrangement to approve or require any matter which is contrary to Schedule 4; and

- (c) the Company and each Seller shall, and shall cause their respective Affiliates to, at such Buyer's request and at such Buyer's cost, and solely to the extent in connection with such Buyer's effort and process to obtain and bind any warranty and indemnity insurance policy in connection with the Transaction (including to limit exclusions thereunder), use reasonable endeavours to furnish such reasonably requested information provided that the Buyer acknowledges and agrees that neither the Company nor any Seller (nor any of their respective Affiliates or Representatives) shall have any liability in respect of such information or any use of it by the Buyer (or any of the Buyer's Affiliates or Representatives), any insurer, broker or underwriter, or any other person.

6.2 The Company shall despatch a request to each Other Shareholder asking each Other Shareholder to confirm, on or before a date determined by the board of directors of the Company (but in any case being a date not later than 31 December 2025), whether, and the extent to which, they will participate in the Other Shareholder Share Buyback, it being understood that:

- (a) each Other Shareholder that is a Senior Manager will be entitled to have up to 50% of their A2 Ordinary Shares; and
- (b) each Other Shareholder that is not a Senior Manager will be entitled to have up to 100% of their A1 Ordinary Shares and A2 Ordinary Shares,

in each case repurchased by the Company pursuant to the Other Shareholder Share Buyback Agreement for a price per A1 Ordinary Share or A2 Ordinary Share equal to the Per Share Consideration.

6.3 Not less than five Business Days prior to Completion, the Sellers shall provide the Buyers with a schedule in writing (the "**Completion Schedule**") setting out:

- (a) details of the Sellers' Bank Account;
- (b) the amount of any Additional Consideration;
- (c) the Base Per Share Consideration;
- (d) the Per Share Consideration;
- (e) the aggregate number of Shares following the operation of Clause 3.8(a);
- (f) the number of Shares each Buyer will acquire from each Seller pursuant to this Deed;
- (g) the aggregate number of Seller Buyback Shares following the operation of Clause 3.8(b);
- (h) the number of Seller Buyback Shares the Company will repurchase from each Seller and cancel;
- (i) the number of Other Shareholder Buyback Shares the Company will repurchase from each Participating Other Shareholder and cancel;
- (j) the amount of Consideration payable to each Seller;
- (k) the amount of any Leakage of which the Sellers are aware (as of the date of the Completion Schedule) which has occurred at any time from the Locked Box Date up to

and including the date of the Completion Schedule which is actually or deemed received by or on behalf of, or benefitted from by, or will be received or benefitted from by, any Seller, any of its Affiliates or any of its Connected Persons (such disclosed Leakage being “**Known Leakage**”), together with reasonable details as to the source of such Leakage;

- (l) the Known Leakage allocable to each Seller;
- (m) the Onex Consideration Amount;
- (n) the AIG Consideration Amount; and
- (o) the amount to be paid by each of the Onex Buyer and the AIG Buyer to the Sellers’ Bank Account,

together with reasonable supporting information for the calculation of the above items, for each Buyer’s review. The Consideration amount set out in the Completion Schedule shall be the amount payable at Completion by the Buyers, save in the case of manifest error or fraud, provided that if a Buyer identifies to the Sellers any Leakage that was not included in Known Leakage, the parties shall discuss in good faith and make appropriate adjustments to the Completion Schedule prior to Completion, provided, further, that (A) in the event the parties are unable to agree on such adjustments, the Seller’s calculation shall control for purposes of the amount payable at Completion and (B) the Buyer shall not waive, release lose, forfeit or disclaim any rights or claims with respect to Leakage (or any calculation thereof) following the Completion due to its payment of any amount set forth on the Completion Schedule at Completion.

- 6.4 Prior to Completion, the Company undertakes not to vary, amend or modify the terms of the Certificate of Designation, except where such variation, amendment or modification would not reasonably be expected to prevent or otherwise adversely affect or delay the completion of the Seller Share Buyback in accordance with the terms of the Seller Share Buyback Agreement.

7. **COMPLETION**

- 7.1 Completion shall take place at the offices of Latham & Watkins LLP (or at any other place as determined by the Sellers and Buyers, and including electronic release, but in no event shall Completion take place in the United Kingdom) on:

- (a) the 10th Business Day after the later of the date on which the last Anti-trust Condition and the last Regulatory Condition is satisfied (provided that Completion shall remain conditional upon the Share Buyback Condition and the Onex Investment Condition having been satisfied or waived in accordance with this Deed); or
- (b) any other date agreed in writing by the Sellers, the Buyers and the Company.

- 7.2 At Completion:

- (a) each Seller shall do or procure the carrying out of all those things listed in paragraph 1 of Schedule 5;
- (b) the Company shall do or procure the carrying out of all those things listed in paragraph 2 of Schedule 5;
- (c) the Onex Buyer shall do or procure the carrying out of all those things listed in paragraph 3.1 of Schedule 5;

- (d) the AIG Buyer shall do or procure the carrying out of all those things listed in paragraph 3.2 of Schedule 5; and
 - (e) the Managers' Representative shall do or procure the carrying out of all those things listed in paragraph 4 of Schedule 5.
- 7.3 All documents and items delivered and payments received in connection with Completion shall be held by the recipient to the order of the person delivering or making them.
- 7.4 Simultaneously with:
 - (a) the delivery of all documents and items required to be delivered at Completion (or waiver of such delivery by the person entitled to receive the relevant document or item);
 - (b) the receipt into the Seller's Bank Account of all payments required to be made under this Deed (and, if not made before the Completion Date, the receipt of, or substantially contemporaneous receipt of, all payments required to be made at Completion under the Seller Share Buyback Agreement, the Other Shareholder Share Buyback Agreement and the Onex Subscription Agreement); and
 - (c) the performance of all other obligations required to be performed at Completion,

all such documents, items and payments shall cease to be held to the order of the person delivering or making them, shall be released and Completion shall be deemed to have taken place.
- 7.5 No party shall be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all of the Shares is completed simultaneously.
- 7.6 Without prejudice to any rights and remedies a party may have, if any party does not comply with its obligations under Clause 7.2 on the date on which Completion is scheduled to occur (the "**Scheduled Completion Date**"): (1) in the case of non-compliance by a Seller, any Buyer (in respect of Clause 7.6(a) and 7.6(b)) and the Buyers (in respect of Clause 7.6(c)); and (2) in the case of non-compliance by any other party, the Sellers (acting together), shall be entitled by notice in writing to each other party, at their discretion:
 - (a) to defer Completion to any subsequent Business Day falling not more than 10 Business Days after the Scheduled Completion Date or any later date set for Completion in accordance with this Clause 7.6(a), but to a date on or before the Longstop Date. In such event:
 - (i) the Sellers may, not less than five Business Days prior to the date for the deferred Completion (or as otherwise agreed in writing between the Sellers and the Buyers), provide the Buyers with an updated Completion Schedule in accordance with the requirements of Clause 6.3, which (save in the case of manifest error or fraud) shall then constitute the Completion Schedule for the purposes of this Deed in lieu of any prior Completion Schedule; and
 - (ii) this Clause 7.6 shall also apply to Completion so deferred.

The date for the deferred Completion shall be determined by the relevant parties in good faith having regard to any reasonable time requirements for the Sellers to issue an updated Completion Schedule in accordance with Clause 7.6(a) and for each Buyer to take such changes into account for the purposes of fulfilling its obligations under Clause 7.2;

- (b) so far as practicable, to complete the sale and purchase of the Shares in accordance with Clause 7.2 and Schedule 5; or
- (c) provided Completion has been deferred once by the parties seeking to terminate in accordance with Clause 7.6(a), and the parties having used all reasonable endeavours to effect Completion during such period, to terminate this Deed by notice in writing to each other party, following which Clause 14 shall apply.

8. POST-COMPLETION OBLIGATIONS

- 8.1 The Company shall put in place and maintain until the sixth anniversary of the Completion Date run-off directors' and officers' insurance ("**D&O Insurance**") in respect of **[Redacted – Commercially Sensitive]** who will resign as directors of the Company in connection with the Transaction, providing a level of cover no less extensive than that which is in place as at the date of this Deed. The Company shall, upon request, provide **[Redacted – Commercially Sensitive]** with a copy of the terms and conditions of the D&O Insurance and proof that all required premiums and other payments have been made in respect of the D&O Insurance. The Company undertakes that it shall not take or omit to take any action which has the effect of invalidating the D&O Insurance. **[Redacted – Commercially Sensitive]** may enforce this Clause 8.1 under the Contracts (Rights of Third Parties) Act 1999.
- 8.2 For a period of seven years from Completion, the Company shall, and shall procure that each Group Company shall:
- (a) preserve and maintain all material books, records and documents which relate to the Group and each Group Company as at Completion; and
 - (b) subject to reasonable advance notice being given to the Company:
 - (i) permit each Seller and its Representatives to have access during normal Working Hours to, and to take copies (at such person's own expense) of all books, records and documents (including relating to Tax) (insofar as they record matters occurring on or before Completion); and
 - (ii) otherwise provide reasonable information and assistance to each Seller and its Representatives including reasonable access to any director, officer, employee or agent or adviser of the Group,
- in each case to the extent reasonably required by such Seller or its Representatives for any bona fide legal or tax matter (including for the preparation and/or filing of Tax Returns) and/or for internal compliance requirements.

9. WARRANTIES AND UNDERTAKINGS OF THE SELLERS AND THE COMPANY AND LIMITATIONS ON LIABILITY

- 9.1 Each Seller warrants (in respect of itself only) as at the date of this Deed that:
- (a) it is validly incorporated, in existence and duly registered under the laws of its country of incorporation;
 - (b) it has taken all necessary action and has all requisite power and authority, to enter into and perform this Deed and the other Transaction Documents to which it is a party in accordance with their terms;
 - (c) this Deed and the other Transaction Documents to which it is a party constitute (or shall constitute when executed) valid, legal and binding obligations on it in accordance with their terms;

- (d) its execution and delivery of this Deed and the other Transaction Documents to which it is a party and its performance of and compliance with their terms and provisions will not conflict with or result in a breach of, or constitute a default under, (i) its constitutional documents, (ii) any agreement or instrument to which it is a party or by which it is bound, or (iii) any Law, order or judgment that applies to or binds it or any of its property;
- (e) no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any Authority is required to be obtained, or made, by it to authorise its execution or performance of this Deed; and
- (f) it is the sole legal and beneficial owner of the Shares set out against its name in Part 1 of Schedule 2 and the Shares set out against its name in Part 2 of Schedule 2, free and clear of any Encumbrances, and is entitled to transfer the full legal and beneficial interest in such Shares to the Buyers free and clear of any Encumbrances (except as arising under the Investment Agreement and the bye-laws of the Company from time to time).

9.2 The warranties in Clause 9.1 shall be deemed repeated by each Seller (in respect of itself only) at Completion.

9.3 Notwithstanding any other provision of this Deed, the following provisions shall operate to limit the liability of the Sellers in respect of any Claim:

- (a) the maximum aggregate liability of each Seller for all Claims (including any reasonable and properly incurred costs, expenses and other liabilities payable by such Seller in connection with such Claims) shall be limited to the aggregate Consideration payable to such Seller under this Deed;
- (b) no Seller shall be liable in respect of any Claim and any such Claim shall be wholly barred and unenforceable unless the relevant Buyer has given notice in writing of such Claim to such Seller on or before the date that is 12 months after Completion, and such notice in writing shall:
 - (i) be given by the relevant Buyer to such Seller as soon as reasonably practicable of the relevant Buyer becoming aware of the facts, matters, circumstances or events giving rise to such Claim;
 - (ii) include such detail and supporting evidence as is reasonably available to the relevant Buyer at the time of the relevant facts and circumstances giving rise to the Claim, together with the relevant Buyer's good faith estimate of any alleged Loss, if known; and
 - (iii) specify the specific provisions of this Deed which are alleged to have been breached, provided nothing in this Clause 9.3 shall have the effect of limiting or restricting the liability of any Seller in respect of a Claim if it is the consequence of fraud by such Seller; and
- (c) no Seller shall be liable in respect of any Claim and any liability of such Seller in respect of such Claim shall absolutely determine and cease, to the extent not previously satisfied, withdrawn or settled, 12 months after the date on which the notice referred to in Clause 9.3(b) is given, unless court proceedings in respect of the subject matter of the Claim:
 - (i) have been commenced by being both issued and validly served on such Seller; and

- (ii) have not been withdrawn or terminated and are continuing to be pursued with reasonable diligence by the relevant Buyer.

9.4 Each Seller acknowledges and agrees that:

- (a) except in the case of an individual's own fraud and except as expressly provided herein, and without prejudice to any matter agreed in the Transaction Documents to which a Group Company is a party (or the right to bring or make any claim, proceeding, suit or action related thereto), such Seller, its Affiliates and its and its Affiliates' Connected Persons have no rights or remedies (and have not assigned any rights or remedies) and it shall not (and it shall procure that its Affiliates and its and its Affiliates' Connected Persons shall not) bring or make any claim, proceeding, suit or action (or assign any rights or remedies which results in a third party bringing a claim, proceeding, suit or action):
 - (i) in connection with any information, opinion or advice supplied or given (or omitted to be supplied or given) in connection with any of the transactions contemplated in any of the Transaction Documents against any Group Company or any of their current or former directors, officers (including the Managers' Representative and the A2 Shareholders' Representative), employees, agents, consultants, advisers, auditors and accountants of any Group Company (each of whom shall be entitled to enforce this Clause 9.4(a)(i) under the Contracts (Rights of Third Parties) Act 1999); or
 - (ii) on and from Completion, against any Group Company or any of their current or former directors, officers (including the Managers' Representative and the A2 Shareholders' Representative), employees, agents, consultants, advisers, auditors and accountants (each of which shall be entitled to enforce this Clause 9.4(a)(ii) under the Contracts (Rights of Third Parties) Act 1999),

and, such Seller hereby irrevocably releases, waives, forfeits and/or extinguishes (and shall procure that each of its Affiliates and its and its Affiliates' Connected Persons releases, waives, forfeits and/or extinguishes) any such claim, proceeding, suit or action (of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract, direct or indirect, at law, in equity or otherwise).

- (b) Each Seller undertakes to the Company that it shall (and shall direct that any directors of the Company appointed by it shall) exercise, or refrain from exercising (as applicable), all rights and powers that it has (including whether under the bye-laws of the Company (as amended from time to time), the Investment Agreement (as amended from time to time) or otherwise, and whether direct or indirect) to procure that neither the Company nor its board of directors take, or omits to take, any action, which would result in a breach by the Company of any of its obligations under this Deed and/or any of the other Transaction Documents.

9.5 The Company warrants as at the date of this Deed that (i) this Deed and the other Transaction Documents to which any Group Company is a party constitute (or will constitute when executed) valid, legal and binding obligations on the Group Company that is a party in accordance with their terms and (ii) there is no agreement, arrangement or understanding between the Sellers or any of their respective Affiliates or Connected Persons on the one hand, and any Group Company on the other hand, other than the Transaction Documents or any agreements, arrangements or understandings in the ordinary and usual course of business on arms' length terms which are consistent with past practice and are not arising in connection with the Transaction (save as disclosed in the Disclosed Information (as defined in the Management Warranty Deed)).

10. WARRANTIES AND UNDERTAKINGS OF EACH BUYER

- 10.1 Each Buyer warrants (in respect of itself only) to each Seller and the Company as at the date of this Deed and as at Completion as if repeated immediately prior to Completion that:
- (a) it is validly incorporated, in existence and duly registered under the laws of its country of incorporation;
 - (b) it has taken all necessary action and has all requisite power and authority to enter into and perform this Deed and the other Transaction Documents to which it is a party in accordance with their terms;
 - (c) this Deed and the other Transaction Documents to which it is a party constitute (or shall constitute when executed) valid, legal and binding obligations on it in accordance with their terms;
 - (d) its execution and delivery of this Deed and the other Transaction Documents to which it is a party and its performance of and compliance with their terms and provisions will not conflict with or result in a breach of, or constitute a default under, its constitutional documents, any agreement or instrument to which it is a party or by which it is bound, or any Law, order or judgment that applies to or binds it or any of its property, except as would not have a material adverse effect on such Buyer's ability to timely perform its obligations under this Deed; and
 - (e) save as required in connection with the satisfaction of any Anti-trust Condition or Regulatory Condition and except as would not have a material adverse effect on such Buyer's ability to timely perform its obligations under this Deed, no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any Authority is required to be obtained, or made, by it to authorise its execution or performance of this Deed.
- 10.2 Each Buyer acknowledges and agrees that (except: (i) as may be required to enforce a claim for Leakage; (ii) on and from Completion, with respect to a Claim; and/or (iii) in the case of an individual's own fraud and without prejudice to any matter agreed in the Transaction Documents to which the relevant beneficiaries below (or their Affiliates or Connected Persons) are a party (or the right to bring or make any claim, proceeding, suit or action related thereto)):
- (a) it has (and its Affiliates and its and its Affiliates' Connected Persons have) no rights or remedies (and has not assigned any rights or remedies) against and it shall not (and it shall, if it controls such persons, procure that its Affiliates and its and its Affiliates' Connected Persons shall not) bring or make any claim, proceeding, suit or action (or assign any rights or remedies which results in a third party bringing a claim, proceeding, suit or action) in connection with any information, opinion or advice supplied or given (or omitted to be supplied or given) in connection with any of the transactions contemplated in any of the Transaction Documents against any Group Company, any Seller, any Affiliate of any Seller or any provider of investment or finance to any Seller, or any Connected Person of any Seller or each of the foregoing's respective current or former directors, officers (including the Managers' Representative and the A2 Shareholders' Representative), employees, agents, consultants, advisers, auditors and accountants (each of whom shall be entitled to enforce this Clause 10.2(a) under the Contracts (Rights of Third Parties) Act 1999), and it hereby irrevocably releases, waives, forfeits and/or extinguishes (and shall, if it controls such persons, procure that each of its Affiliates and its and its Affiliates' Connected Persons releases, waives, forfeits and/or extinguishes) any such claim, proceeding, suit or action; and

- (b) on and from Completion, no Group Company will have any rights or remedies against, or any basis for bringing any claim, proceeding, suit or action against, any Seller, its Affiliates or its or its Affiliates' Connected Persons in connection with the transactions contemplated herein (each of which shall be entitled to enforce this Clause 10.2(b) under the Contracts (Rights of Third Parties) Act 1999).
- 10.3 With effect from Completion, to the maximum extent permitted by law, the Company shall grant a release and full discharge to **[Redacted – Commercially Sensitive]** who will resign as directors of the Company at Completion in connection with the Transaction from any and all liabilities or obligations to a Group Company and shall procure that each Group Company shall waive any and all claims it has or may have against each such person in connection with his appointment as a director of, or conduct in relation to, any Group Company (except in the case of fraud and without prejudice to any matter agreed in the Transaction Documents to which any Group Company is a party).
- 10.4 With effect from Completion, each Buyer undertakes to the Company that it shall (and shall direct that any directors of the Company appointed by it shall) exercise, or refrain from exercising (as applicable), all rights and powers that it has (including whether under the bye-laws of the Company (as amended from time to time), the Investment Agreement (as amended from time to time) or otherwise, and whether direct or indirect) to procure that neither the Company nor its board of directors takes, or omits to take, any action, which would result in a breach by the Company of any of its obligations under this Deed and/or any of the other Transaction Documents to which the Company is a party.
- 10.5 Each Seller acknowledges and agrees that (subject to payment of the Consideration to which such Seller is entitled under this Deed and the satisfaction of the Share Buyback Condition and/or the receipt of payments required under Clause 5.24 (as applicable)) without prejudice to any matter agreed in the Transaction Documents) it has (and its Affiliates and its and its Affiliates' Connected Persons have) no rights or remedies (and has not assigned any rights or remedies) against and it shall not (and it shall, if it controls such persons, procure that its Affiliates and its and its Affiliates' Connected Persons shall not) bring or make any claim, proceeding, suit or action (or assign any rights or remedies which results in a third party bringing a claim, proceeding, suit or action) in connection with any information, opinion or advice supplied or given (or omitted to be supplied or given) in connection with any of the transactions contemplated in any of the Transaction Documents against any Buyer, any Affiliate of any Buyer or any provider of investment or finance to any Buyer, or any Connected Person of any Buyer or each of the foregoing's respective current or former directors, officers, employees, agents, consultants, advisers, auditors and accountants (each of whom shall be entitled to enforce this Clause 10.5 under the Contracts (Rights of Third Parties) Act 1999), and it hereby irrevocably releases, waives, forfeits and/or extinguishes (and shall, if it controls such persons, procure that each of its Affiliates and its and its Affiliates' Connected Persons releases, waives, forfeits and/or extinguishes) any such claim, proceeding, suit or action.

11. WARRANTIES AND UNDERTAKINGS OF ONEX CORP.

- 11.1 Onex Corp. warrants to each Seller, the Company and the AIG Buyer as at the date of this Deed and as at Completion as if repeated immediately prior to Completion that:
 - (a) it is validly incorporated, in existence and duly registered under the laws of its country of incorporation;
 - (b) it has taken all necessary action and has all requisite power and authority to enter into and perform this Deed and the other Transaction Documents to which it is a party in accordance with their terms;

- (c) this Deed and the other Transaction Documents to which it is a party constitute (or shall constitute when executed) valid, legal and binding obligations on it in accordance with their terms;
- (d) its execution and delivery of this Deed and the other Transaction Documents to which it is a party and its performance of and compliance with their terms and provisions will not conflict with or result in a breach of, or constitute a default under, its constitutional documents, any agreement or instrument to which it is a party or by which it is bound, or any Law, order or judgment that applies to or binds it or any of its property (subject to satisfaction of the Anti-Trust Conditions and the Regulatory Conditions), except as would not have a material adverse effect on its ability to timely perform its obligations under this Deed;
- (e) no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any Authority is required to be obtained, or made, by it to authorise its execution or performance of this Deed, except (i) in connection with or as necessary to satisfy the Anti-Trust Conditions and the Regulatory Conditions or (ii) as would not have a material adverse effect on its ability to timely perform its obligations under this Deed; and
- (f) it will have at all relevant times, sufficient resources available to meet the Onex Buyer Guaranteed Obligations as and when they fall due.

11.2 Onex Corp. irrevocably and unconditionally:

- (a) guarantees, as a primary obligation to each Seller, the due and punctual performance by the Onex Buyer of all the Onex Buyer Guaranteed Obligations;
- (b) undertakes to each Seller that:
 - (i) whenever the Onex Buyer does not pay any amount when due under or in connection with the Onex Buyer Guaranteed Obligations, Onex Corp. shall immediately on demand and without deduction or withholding pay that amount as if Onex Corp. was the principal obligor; and
 - (ii) whenever the Onex Buyer fails to perform any other Onex Buyer Guaranteed Obligation, Onex Corp. shall immediately on demand perform (or procure the performance of) and satisfy (or procure the satisfaction of) that Onex Buyer Guaranteed Obligation,

so that the same benefits are conferred on such Seller as it would have received if such Onex Buyer Guaranteed Obligations had been performed and satisfied by the Onex Buyer; and
- (c) agrees to indemnify each Seller and each Affiliate of each Seller against, and to pay on demand (on a US dollar for US dollar and after-Tax basis) an amount equal to all Losses which such Seller may suffer or incur (whether directly or indirectly) as a result or any claim relating to the failure of the Onex Buyer to perform any of the Onex Buyer Guaranteed Obligations.

11.3 The guarantee in Clause 11.2 is a continuing guarantee and will extend to the ultimate balance of sums payable by the Onex Buyer in respect of the Onex Buyer Guaranteed Obligations, regardless of any intermediate payment or discharge in whole or in part.

- 11.4 If any payment by the Onex Buyer and/or Onex Corp. or any discharge of any obligations of the Onex Buyer and/or Onex Corp. or any security for those obligations or otherwise is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of the Onex Buyer and Onex Corp. shall continue as if the payment discharge, avoidance or reduction had not occurred; and
 - (b) the Sellers shall be entitled to recover the value or amount of that security or payment from Onex Corp., as if the payment, discharge, avoidance or reduction had not occurred.
- 11.5 The obligations of Onex Corp. under this Clause 11 will not be affected by any of the following acts, omissions, matters or things which, but for this Clause 11.5, would reduce, release or prejudice any of its obligations under this Clause 11 (whether or not known to them or any Seller):
- (a) the release of the Onex Buyer or any other person under the terms of any composition or arrangement with any creditor;
 - (b) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Onex Buyer or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - (c) any incapacity or lack of power, authority or legal personality of or dissolution, amalgamation, reconstruction or change in the members or status of any Seller or any other person;
 - (d) any amendment (however fundamental) or replacement of any of the Onex Buyer Guaranteed Obligations or any other document or security (it being understood that the obligations of Onex Corp. under this Clause 11 shall remain in effect in respect of the Onex Buyer Guaranteed Obligations as so amended or replaced);
 - (e) any unenforceability, illegality or invalidity of any obligation of any person under this Deed or any other document or security (in and of itself, it being understood that the obligations of Onex Corp. under this Clause 11 shall remain in effect in respect of the Onex Buyer Guaranteed Obligations giving effect thereto); or
 - (f) any insolvency or similar proceedings.
- 11.6 Onex Corp. waives any right it may have of first requiring any Seller to proceed against or enforce any other rights or security or claim payment from the Onex Buyer or any successor thereof before claiming from Onex Corp. under this Clause 11. This waiver applies irrespective of any law or any provision of this Deed to the contrary.
- 11.7 Until all amounts which may be or become payable by the Onex Buyer under or in connection with the Onex Buyer Guaranteed Obligations have been irrevocably paid in full:
- (a) each Seller may refrain from applying or enforcing any other moneys, security or rights held or received by such Seller in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and Onex Corp. shall not be entitled to the benefit of the same;
 - (b) each Seller may hold in an interest-bearing suspense account any moneys received from Onex Corp. or on account of Onex Corp.'s liability under this Clause 11;

- (c) Onex Corp. will not exercise any rights which it may have by reason of performance by it of the Onex Buyer Guaranteed Obligations to be indemnified by the Onex Buyer or to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Onex Buyer in respect of the Onex Buyer Guaranteed Obligations or of any other guarantee or security taken pursuant to, or in connection with, the Onex Buyer Guaranteed Obligations by any Seller; and
 - (d) Onex Corp. will not claim from the Onex Buyer any sums which may be owing to it from the Onex Buyer or have the benefit of any set off or counter claim or proof against, or dividend, composition or payment by, the Onex Buyer.
- 11.8 Onex Corp. undertakes to hold any security taken from the Onex Buyer in connection with this guarantee in trust for each Seller pending discharge in full of all of Onex Corp.'s obligations under this Clause 11.
- 11.9 As a separate and independent stipulation, Onex Corp. agrees that any of the Onex Buyer Guaranteed Obligations (including any moneys payable) which may not be enforceable against or recoverable from the Onex Buyer by reason of any legal limitation, disability or incapacity on or of the Onex Buyer or the dissolution, amalgamation, reconstruction or reorganisation of the Onex Buyer or any other similar fact or circumstance (other than any limitation imposed by this Deed) shall nevertheless be enforceable against and recoverable from Onex Corp. as though the same had been incurred by Onex Corp. and Onex Corp. were the sole or principal obligor in respect thereof and shall be performed or paid by Onex Corp. on demand.
- 11.10 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Seller.

12. QUOTA SHARE REINSURANCE AGREEMENT.

The AIG Buyer (for and on behalf of itself and any applicable AIG Buyer's Buyer Group parties) and the Company (for and on behalf of any and all other current and future Group Companies) shall enter into the Quota Share Reinsurance Agreement on 1 January 2026, subject to the terms and conditions of the Letter of Intent.

13. CONFIDENTIALITY AND ANNOUNCEMENTS

13.1 Subject to Clause 13.6, each party:

- (a) shall treat, and shall procure that its Affiliates treat, as strictly confidential:
 - (i) the provisions of this Deed and the other Transaction Documents (including the identities of the parties to such agreements), their subject matter and any documents referred to therein, and the process of their negotiation;
 - (ii) in the case of each Seller, any information received or held by such Seller or any of its Representatives which relates to a Buyer's Buyer Group or, following Completion, any Group Company; and
 - (iii) in the case of each Buyer and Onex Corp., any information directly or indirectly received or held by such Buyer, Onex Corp. or any of its Representatives which relates to any Seller, any Affiliate of any Seller or, prior to Completion any Group Company,(together "**Confidential Information**"); and
- (b) shall not, and shall procure that its Affiliates shall not, except with the prior written consent of the party to whom the Confidential Information relates (which shall not be

unreasonably withheld or delayed), make use of (except for the purposes of performing its obligations or exercising its rights under this Deed or any other Transaction Document or, in the case of a Buyer, monitoring its investment in the Group Companies or any other purpose permitted under this Deed or any other Transaction Document or confidentiality agreement or policy of the Group Companies) or disclose to any person (other than its Representatives and providers of finance for the purposes of the Transaction in accordance with Clause 13.2 and, in the case of any Seller, the Company, the Managers' Representative or the A2 Shareholders' Representative in accordance with Clause 13.3) any Confidential Information.

13.2 Each party undertakes that it shall, and it shall procure that its Affiliates shall, only disclose Confidential Information to its Representatives and providers of finance for the purposes of the Transaction where:

- (a) it is reasonably required for the purposes of performing its obligations or exercising its rights under this Deed or any other Transaction Document; or
- (b) it is reasonably required for the purposes of refinancing any financing put in place to enable a Buyer to perform its obligations under this Deed or any other Transaction Document,

and in each case provided that such recipients owe a duty, or a subject to a contractual obligation, of confidentiality, are informed of the confidential nature of the Confidential Information and the provisions of this Clause 13 and are instructed to comply with this Clause 13 as if they were a party to it; provided, that with respect to Confidential Information of or relating to the Group Companies, the foregoing shall not apply to the Buyers following Completion.

13.3 Clauses 13.1 and 13.2 shall in no way prevent or restrict:

- (a) any Seller, its Affiliates or any of its or their respective Representatives from passing any Confidential Information as described in Clause 13.1(a)(i) to:
 - (i) its Representatives;
 - (ii) any potential investor in a Seller for the purpose of facilitating an investment (directly or indirectly) by such potential investor in a Seller (or the transfer from one investor (directly or indirectly) in any Seller to another potential investor (directly or indirectly));
 - (iii) any direct or indirect investor (whether through the holding of share capital, partnership interests or any similar interests) in a Seller to the extent required for the purpose of complying with any bona fide reporting obligations owed by that Seller to those investors or to allow those investors to monitor their investment;
- (b) the Company, the Managers' Representative and/or the A2 Shareholders' Representative, or any of their Representatives, from passing any Confidential Information to:
 - (i) its Representatives;
 - (ii) any actual or potential provider of finance to the Company or any of its Affiliates;

- (iii) any person in the proper performance of his duties and responsibilities as a director or employee of any Group Company (in accordance with all applicable confidentiality restrictions entered into in connection with such appointment as a director or engagement as an employee);
 - (iv) any Authority relevant to a Group Company and/or the business conducted by a Group Company; and
 - (v) any applicable credit rating agency; and
- (c) any Buyer or any of its Representatives from passing any Confidential Information as described in Clauses 13.1(a)(i) and 13.1(a)(iii) to that Buyer's Affiliates, the other Buyer and its Affiliates and their respective Representatives,

in each case (other than Clauses 13.3(b)(iv) and 13.3(b)(v)), provided that such recipients owe a duty, or are subject to a contractual obligation of confidentiality (and in the case of Clause 13.3(a)(ii), if such investment would relate mainly or exclusively to an indirect investment in the Company, in a form acceptable to the board of the Company), are informed of the provisions of this Clause 13 and the confidential nature of the Confidential Information and are instructed to comply with this Clause 13 as if they were a party to it.

- 13.4 Subject to Clauses 13.5 and 13.6, each party shall not (and shall procure that its Affiliates shall not) make any announcement (including any communication to the public, to any customers, suppliers or employees of any Group Company) concerning the subject matter of this Deed without the prior written consent of each Seller and each Buyer (which shall not be unreasonably withheld or delayed).
- 13.5 As soon as practicable after each of the date of this Deed and Completion, each Buyer shall procure, so far as it is reasonably able, that an announcement of the Transaction is made by way of press release in Agreed Form (each a "**Press Release**"). The Company shall also be permitted, after each of the date of this Deed and Completion, to make an announcement of the Transaction by way of press release in Agreed Form (the "**Company Press Release**").
- 13.6 Clauses 13.1, 13.2 and 13.4 shall not apply if and to the extent that the party using or disclosing Confidential Information or making such announcement can demonstrate that:
- (a) such disclosure or announcement is required by Law (including, for the avoidance of doubt, any Canadian or United States securities Laws) or by any Authority (including, for the avoidance of doubt, any Tax Authority) having applicable jurisdiction;
 - (b) such disclosure is required by a rule of a stock exchange or listing authority on which the shares or other securities of a party or its Affiliates are listed;
 - (c) such disclosure is required for the purposes or the preparation of, or to be included within, any accounts, financial statements and/or the Tax Returns or other submissions to or communications with any Tax Authority (provided such submissions or communications are in connection with the tax affairs of the disclosing party or its Affiliates);
 - (d) such disclosure is required for the purposes of legal proceedings arising out of a Transaction Document;
 - (e) such disclosure or announcement is required in order to facilitate any assignment or proposed assignment of the whole or any part of the rights or benefits under this Deed which is permitted by Clause 20;

- (f) such disclosure or announcement is reasonably required by a party in order to perform this Deed or any of the other Transaction Documents (or any of the transactions or obligations contemplated by any of them); or
- (g) the Confidential Information concerned has come into the public domain other than through that party's fault (or that of its Representatives) or the fault of any person to whom such Confidential Information has been disclosed in accordance with this Clause 13.6,

provided that, to the extent permitted by Law and without prejudice to Clause 13.3(b)(iv), in the case of any disclosure pursuant to Clauses 13.6(a) and/or 13.6(b) (other than to a Tax Authority): (i) to the extent reasonably practicable, the party consults with the other parties as to the contents of such disclosure; and (ii) discloses only the minimum amount necessary in order to satisfy such requirement.

- 13.7 The parties acknowledge that Onex Corp. will file this Deed and a material change report relating thereto on SEDAR+ and the AIG Buyer may file this Deed and a current report relating thereto on EDGAR.
- 13.8 Notwithstanding anything to the contrary in this Clause 13, each party (and its respective Affiliates) may make public statements and disclosures to the extent the information therein that relates to this Deed, the Transaction Documents or the Transaction is consistent with information previously publicly disclosed by a Buyer or a Seller in compliance with this Clause 13.
- 13.9 The provisions of this Clause 13 shall survive termination of this Deed or Completion, as the case may be, and shall continue for a period of seven years from the date of this Deed. For the avoidance of doubt, this Clause 13 shall be without prejudice to any confidentiality obligations as may apply under the Investment Agreement and any other Transaction Document.

14. TERMINATION

- 14.1 Written notice to terminate this Deed may be given in accordance with Clause 7.6(c).

- 14.2 If:

- (a) if any of the Conditions are not satisfied (or waived) by the Longstop Date; or
- (b) notice of termination is given in accordance with Clause 14.1,

then:

- (i) this Deed shall cease to have effect immediately after the Longstop Date (in the case of Clause 14.2(a)) or upon delivery of such notice of termination (in the case of Clause 14.2(b)), except that the Surviving Provisions and any rights or liabilities that have accrued prior to that time shall continue in full force and effect; and
- (ii) each Buyer shall, and shall procure, so far as it is reasonably able, that its Representatives shall, at its sole option immediately return to the Company or destroy all Confidential Information without keeping any copies thereof and destroy all information and documentation derived therefrom and expunge all Confidential Information from any computer or other device, provided that, notwithstanding the foregoing, each Buyer may retain copies of Confidential Information and information and documentation derived therefrom as required by bona fide internal record keeping and compliance policies including back-

ups for disaster recovery purposes or as otherwise permitted under the confidentiality agreements with Onex Corp. or the Company (as applicable).

15. FURTHER ASSURANCE

Each party shall use reasonable endeavours to execute and deliver or procure, so far as it is reasonably able, the execution and delivery of, all such documents, and shall use reasonable endeavours to do all such things, as any other party may reasonably require (and at the cost of such other party) for the purpose of giving full effect to the provisions of this Deed.

16. ENTIRE AGREEMENT AND REMEDIES

16.1 This Deed and the other Transaction Documents together set out the entire agreement between the parties relating to the subject matter of this Deed and the matters described in the other Transaction Documents and, save to the extent expressly set out in this Deed or any other Transaction Document, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

16.2 Each party acknowledges and agrees that in entering into this Deed and the Transaction Documents it has not relied and is not relying on, and shall have no claim or remedy in respect of, any statement, representation, warranty, undertaking, assurance, promise, understanding or other provision made, whether by a party to this Deed or not, whether written or oral, express or implied and whether negligently or innocently made, which is not expressly set out in this Deed or any other Transaction Document.

16.3 Save as expressly set out in this Deed or any other Transaction Document, the only right or remedy of any party in relation to any statement, representation, warranty, undertaking, assurance, promise, understanding or other provision set out in this Deed or any other Transaction Document shall be for breach of this Deed or the relevant Transaction Document to the exclusion of all other rights and remedies (including those in tort or arising under statute). Save as expressly set out in this Deed, no party shall be entitled to rescind or terminate this Deed in any circumstances whatsoever at any time, whether before or after Completion, and each party waives any rights of rescission or termination it may have.

16.4 If there is any conflict between the terms of this Deed and any other agreement, this Deed shall prevail (as between the parties to this Deed and as between each Seller and any of its Affiliates on the one hand and any members of the relevant Buyer Group on the other) unless:

- (a) such other agreement expressly states that it overrides this Deed in the relevant respect; and
- (b) each party is also party to that other agreement or otherwise expressly agrees in writing that such other agreement shall override this Deed in that respect.

16.5 This Clause 16 shall not exclude any liability for or remedy in respect of fraud.

17. POST-COMPLETION EFFECT OF DEED

Notwithstanding Completion, each provision of this Deed and any other Transaction Document not performed at or before Completion but which remains capable of performance will remain in full force and effect and, except as otherwise expressly provided, without limit in time.

18. WAIVER AND VARIATION

18.1 A failure or delay by a party to exercise any right or remedy provided under this Deed or by Law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right

or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Deed or by Law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.

- 18.2 A waiver of any right or remedy under this Deed shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 18.3 A party that waives a right or remedy provided under this Deed or by Law in relation to another party does not affect its rights in relation to any other party.
- 18.4 No variation or amendment of this Deed shall be valid unless it is in writing and duly executed by or on behalf of each party to this Deed. Unless expressly agreed, no variation or amendment shall constitute a general waiver of any other provision of this Deed, nor shall it affect any other rights or obligations under or pursuant to this Deed which have already accrued up to the date of variation or amendment and the rights and obligations under or pursuant to this Deed shall remain in full force and effect except and only to the extent that they are varied or amended.

19. INVALIDITY

Where any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction then such provision shall be deemed to be severed from this Deed and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the parties under this Deed and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Deed.

20. ASSIGNMENT

- 20.1 Except as provided in this Clause 20 or as the Sellers and the Buyers specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Deed nor grant, declare, create or dispose of any right or interest in it.
- 20.2 Subject to Clause 20.4, a Buyer may assign the benefit of this Deed and/or of any other Transaction Document to which it is a party, in whole or in part, to, and it may be enforced by:
 - (a) any member of its Buyer Group or any of its Affiliates (provided if any assignee under this Clause 20.2(a) ceases to be a member of its Buyer Group or its Affiliate, any rights under this Deed and/or any other Transaction Document which have been assigned to it shall be promptly assigned to, or made the subject of a trust in favour of, another member of its Buyer Group or another of its Affiliates); or
 - (b) any third party which is the legal and/or beneficial owner from time to time of any or all of the Shares or the assets of any Group Company as if such person were that Buyer under this Deed.
- 20.3 Any such person to whom an assignment is made under Clause 20.2 may itself make an assignment as if it were a Buyer under Clause 20.2.
- 20.4 Any assignment made pursuant to Clause 20.2 or 20.3 shall be on the basis that:
 - (a) each Seller may discharge its obligations under this Deed to the assignor until it receives notice of the assignment;
 - (b) the liability of each Seller to any assignee shall not be greater than its liability to the assigning Buyer as of the date of such assignment;

- (c) the assignment shall not result in any other Taxes, costs or expenses for which any Seller or its direct or indirect owners would be responsible; and
- (d) the assigning party will remain jointly and severally liable with the assignee for any obligations under this Deed.

20.5 This Deed shall be binding on and continue for the benefit of the successors and assignees of each party.

21. PAYMENTS, SET OFF AND DEFAULT INTEREST

21.1 Except as otherwise provided in this Deed, any payment to be made pursuant to this Deed to a party shall be made to such party's Bank Account by way of electronic transfer in immediately available funds on or before the due date for payment. Receipt of such sum in such account on or before the due date for payment shall be a good discharge by the payer of its obligation to make such payment.

21.2 Where any Seller or any Buyer defaults in the payment when due of any damages or other sum payable by virtue of this Deed or any other Transaction Document, the liability of such Seller or such Buyer (as the case may be) shall be increased to include an amount equal to interest on such sum from the date when payment is due to the date of actual payment (both before and after judgment) at that annual rate which is 2% per annum above the base lending rate of HSBC Bank plc from time to time in effect during such period. Such interest shall accrue from day to day and be compounded quarterly and shall be payable without prejudice to any other remedy available to any other party (as the case may be) in respect of such default.

21.3 Save as provided in Clause 21.4, all sums payable under this Deed or any of the Transaction Documents shall be paid free and clear of all deductions or withholdings whatsoever, save only as provided in this Deed or in any of the Transaction Documents or as required by applicable Law. To the extent amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes under this Deed as having been paid to the person in respect of which such deduction or withholding was made.

21.4 The Onex Buyer may set-off sums owed to it or Onex Corp. by any Seller or any subsidiary undertaking or Affiliate of that Seller against any amounts it is required to pay to that Seller pursuant to this Deed.

22. NOTICES

22.1 Any notice or other communication given under this Deed or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed as provided in Clause 22.2 and served:

- (a) by hand to the relevant address, in which case it shall be deemed to have been given upon delivery to that address provided that any notice delivered outside Working Hours shall be deemed given at the start of the next period of Working Hours;
- (b) by courier (or if from any place outside the country where the relevant address is located, by air courier) to the relevant address, in which case it shall be deemed to have been given five Business Days after its delivery to a representative of the courier;
- (c) by e-mail to the relevant email address, in which case it shall, subject to no automated notification of delivery failure being received by the sender, be deemed to have been given when sent provided that any email sent outside Working Hours shall be deemed given at the start of the next period of Working Hours; or

- (d) by any other method approved in writing by the persons to whom the notice or other communication is required to be sent for the attention of, in which case it shall be deemed to have been given upon such person(s) giving written confirmation for receipt.

22.2 Notices under this Deed shall be sent for the attention of the person and to the address or e-mail address, subject to Clause 22.3, as set out below:

For the Sellers:

Name: Onex Partners GP V Limited
For the attention of: Adam Cobourn and Matt Murphy
Address: 161 Bay Street, Suite 4900, Toronto, ON, M5J 2S1
E-mail address: **[Redacted – Personal Information]**

with a copy (which shall not constitute notice) to:

Name: Kirkland & Ellis International LLP
For the attention of: Alvaro Membrillera and David Feirstein
Address: 40 Leadenhall Street, London EC3A 2AA, United Kingdom
E-mail address: alvaro.membrillera@kirkland.com and
david.feirstein@kirkland.com

For the Onex Buyer and Onex Corp.:

Name: Charlie Holdco LLC / Onex Corporation
For the attention of: Bobby Le Blanc and Colin Sam
Address: 161 Bay Street, Suite 4900, Toronto, Ontario, Canada M5J 2S1
E-mail address: **[Redacted – Personal Information]**

with a copy (which shall not constitute notice) to:

Name: Latham & Watkins LLP
For the attention of: Michael Bond and Neil Campbell
Address: 99 Bishopsgate, London EC2M 3XF
E-mail address: michael.bond@lw.com and neil.campbell@lw.com

For the AIG Buyer:

Name: American International Group, Inc.
For the attention of: General Counsel

Address: 1271 Avenue of the Americas, 41st Floor, New York, New York 10020, United States

E-mail address: AIGCorporateSecretary@aig.com

with a copy (which shall not constitute notice) to:

Name: Wachtell, Lipton, Rosen & Katz

For the attention of: David K. Lam and Mark A. Stagliano

Address: 51 W 52nd Street, New York, NY 10019, United States

E-mail address: DKLam@WLRK.com and MASTagliano@WLRK.com

For the Company:

Name: Convex Group Limited

For the attention of: Company Secretary

Address: 6th floor, Point House, 6 Front Street, Hamilton HM11, Bermuda

E-mail address: **[Redacted – Personal Information]**

with a copy (which shall not constitute notice) to:

Name: Weil, Gotshal & Manges LLP

For the attention of: Murray Cox

Address: 110 Fetter Lane, London EC4A 1AY

E-mail address: murray.cox@weil.com

For the Managers' Representative and the A2 Shareholders' Representative:

Name: Convex Group Limited

For the attention of: Stephen Catlin

Address: 52 Lime Street, London, EC3M 7AF

E-mail address: **[Redacted – Personal Information]**

with a copy (which shall not constitute notice) to:

Name: Weil, Gotshal & Manges LLP

For the attention of: Murray Cox

Address: 110 Fetter Lane, London EC4A 1AY

E-mail address: murray.cox@weil.com

- 22.3 Any party to this Deed may notify each other party of any change to its address or other details specified in Clause 22.2 provided that such notification shall only be effective on the date specified in such notice or five days after the notice is given, whichever is later.

23. COSTS

- 23.1 Except as otherwise provided in this Deed, each party shall bear its own costs and expenses arising out of or in connection with the preparation, negotiation and implementation of this Deed and all other Transaction Documents.
- 23.2 The parties shall reasonably cooperate (i) to minimise any stamp duty, stamp duty reserve tax, stamp duty land tax or other similar documentary, transfer or registration duties or Taxes (including in each case any related interest or penalties), in each case, with respect to the purchase of any Shares pursuant to this Deed at Completion, and (ii) to cooperate in the filing of any Tax Returns or other documentation relating to such Taxes (including any claim for exemption or exclusion or reduction from the application or imposition of such Taxes).

24. RIGHTS OF THIRD PARTIES

- 24.1 The specified third party beneficiaries of the undertakings referred to in Clauses 8.1, 9.4, 10.2 and 10.5 shall, in each case, have the right to enforce the relevant terms by reason of the Contracts (Rights of Third Parties) Act 1999.
- 24.2 Except as provided in Clause 24.1, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 24.3 Each party represents to each other party that their respective rights to terminate, rescind or agree any amendment, variation, waiver or settlement under this Deed are not subject to the consent of any person that is not a party to this Deed.

25. COUNTERPARTS

This Deed may be executed in any number of counterparts. Each counterpart shall constitute an original of this Deed but all the counterparts together shall constitute but one and the same instrument.

26. GOVERNING LAW AND JURISDICTION

- 26.1 This Deed and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 26.2 Any Dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA (the “**Rules**”), which are deemed to be incorporated by reference into this Clause 26. There shall be three arbitrators, one of whom shall be nominated by the applicant, and one of whom shall be nominated by the respondent in accordance with the Rules and the third, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 14 days of the last of their appointments. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. Judgment on any award may be entered in any court having jurisdiction thereover.
- 26.3 For the purposes of this Clause, “**Dispute**” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Deed, including a dispute regarding the existence, formation, validity, interpretation, performance, breach or

termination of this Deed and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Deed.

27. PROCESS AGENT

27.1 Without prejudice to any other permitted mode of service, the parties agree that service of any claim form, notice or other document for the purpose of or in connection with any action or proceeding in England or Wales arising out of or in any way relating to this Deed shall be duly served upon:

- (a) a Seller if it is delivered personally or sent by recorded or special delivery post (or any substantially similar form of mail) to 8 St. James's Square, London, England, SW1Y 4JU, marked for the attention of Onex Partners Advisor UK LLP or such other person and address in England or Wales as such party shall notify all the other parties in writing from time to time;
- (b) the Onex Buyer or Onex Corp. if it is delivered personally or sent by recorded or special delivery post (or any substantially similar form of mail) to 8 St. James's Square, London, England, SW1Y 4JU, marked for the attention of Onex Partners Advisor UK LLP or such other person and address in England or Wales as such party shall notify all the other parties in writing from time to time;
- (c) the AIG Buyer if it is delivered personally or sent by recorded or special delivery post (or any substantially similar form of mail) to c/o AIG Europe (Services) Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, marked for the attention of Christopher Rash or such other person and address in England or Wales as such party shall notify all the other parties in writing from time to time; and
- (d) the Company if it is delivered personally or sent by recorded or special delivery post (or any substantially similar form of mail) to Convex UK Services Limited, 52 Lime Street, London, EC3M 7AF, marked for the attention of General Counsel or such other person and address in England or Wales as such party shall notify all the other parties in writing from time to time,

in each case whether or not such claim form, notice or other document is forwarded to the relevant party or received by such party.

SCHEDULE 1

PARTICULARS OF THE SELLERS

Name and address	Number of Shares held
Onex Partners V Fox Holdings LP 712 Fifth Avenue, 40th Floor, New York , NY, USA 10019	[Redacted – Commercially Sensitive]
Onex Partners V-B Fox Holdings LP 712 Fifth Avenue, 40th Floor, New York , NY, USA 10019	[Redacted – Commercially Sensitive]
Onex Fox GS LP 712 Fifth Avenue, 40th Floor, New York , NY, USA 10019	[Redacted – Commercially Sensitive]
Onex Fox Co-Invest LP 712 Fifth Avenue, 40th Floor, New York , NY, USA 10019	[Redacted – Commercially Sensitive]
Onex Fox LP 712 Fifth Avenue, 40th Floor, New York , NY, USA 10019	[Redacted – Commercially Sensitive]
Onex Fox II LP 712 Fifth Avenue, 40th Floor, New York , NY, USA 10019	[Redacted – Commercially Sensitive]
Onex Fox III LP 712 Fifth Avenue, 40th Floor, New York , NY, USA 10019	[Redacted – Commercially Sensitive]

SCHEDULE 2

APPORTIONMENT OF SHARES BETWEEN THE BUYERS

Part 1

Shares to be acquired by the Onex Buyer

Name of Seller	Number of Shares to be acquired by the Onex Buyer pursuant to this Deed
Onex Partners V Fox Holdings LP	[Redacted – Commercially Sensitive]
Onex Partners V-B Fox Holdings LP	[Redacted – Commercially Sensitive]
Onex Fox GS LP	[Redacted – Commercially Sensitive]
Onex Fox Co-Invest LP	[Redacted – Commercially Sensitive]
Onex Fox LP	[Redacted – Commercially Sensitive]
Onex Fox II LP	[Redacted – Commercially Sensitive]
Onex Fox III LP	[Redacted – Commercially Sensitive]
Onex Share Number	1,442,623,060

Part 2

Shares to be acquired by the AIG Buyer

Name of Seller	Number of Shares to be acquired by the AIG Buyer pursuant to this Deed
Onex Partners V Fox Holdings LP	[Redacted – Commercially Sensitive]
Onex Partners V-B Fox Holdings LP	[Redacted – Commercially Sensitive]
Onex Fox GS LP	[Redacted – Commercially Sensitive]
Onex Fox Co-Invest LP	[Redacted – Commercially Sensitive]
Onex Fox LP	[Redacted – Commercially Sensitive]
Onex Fox II LP	[Redacted – Commercially Sensitive]
Onex Fox III LP	[Redacted – Commercially Sensitive]
AIG Share Number	798,609,703

SCHEDULE 3
SELLER BUYBACK SHARES

Name of Seller	Seller Buyback Shares
Onex Partners V Fox Holdings LP	[Redacted – Commercially Sensitive]
Onex Partners V-B Fox Holdings LP	[Redacted – Commercially Sensitive]
Onex Fox GS LP	[Redacted – Commercially Sensitive]
Onex Fox Co-Invest LP	[Redacted – Commercially Sensitive]
Onex Fox LP	[Redacted – Commercially Sensitive]
Onex Fox II LP	[Redacted – Commercially Sensitive]
Onex Fox III LP	[Redacted – Commercially Sensitive]
Total	163,714,237

SCHEDULE 4

PRE-COMPLETION OBLIGATIONS

1. COMPANY'S OBLIGATIONS

1.1 Except as otherwise provided in this Deed or any Transaction Document to which the Company is a party or with the prior written consent of the Buyers or the Onex Buyer (in respect of paragraph 1.1(a)(ii)) or the AIG Buyer (in respect paragraph 1.1(a)(iii)) (as applicable) (which shall not be unreasonably withheld or delayed), from the date of this Deed until Completion:

- (a) the Company shall not, and shall procure that no other Group Company shall:
 - (i) allot or issue any shares or equity securities (as such term is defined in section 560(1) of the UK Companies Act 2006), other than: (1) any allotment or issuance to employees, officers or directors, in each case, of any Group Company, undertaken in the ordinary course of business consistent with past practice and not in connection with the Transaction and/or (2) any allotment or issuance to another Group Company;
 - (ii) save with the prior written consent of the Onex Buyer:
 - (A) do any of the things set out in part 2 of schedule 6 to the Investment Agreement, provided that, without prejudice to paragraphs 1.1(a)(i), 1.1(a)(iv) and 1.1(b)(i), the prior written consent of the Onex Buyer shall not be required if and to the extent any such thing is expressly required or permitted under the Investment Agreement; or
 - (B) enter into, or agree to enter into, any agreement or arrangement with the AIG Buyer, any member of its Buyer Group, any of its Affiliates or any of its Connected Persons other than in the ordinary course of business and on arm's length terms or otherwise consented to by a Seller;
 - (iii) save with the prior written consent of the AIG Buyer:
 - (A) do any of the things set out in part 5 of schedule 6 to the A&R Investment Agreement, provided that, without prejudice to paragraphs 1.1(a)(i), 1.1(a)(iv) and 1.1(b)(i), the prior written consent of the AIG Buyer shall not be required if and to the extent any such thing would be expressly required or permitted under the A&R Investment Agreement were the A&R Investment Agreement in force between the date of this Deed and Completion; or
 - (B) enter into, or agree to enter into, any agreement or arrangement with the Onex Buyer, any member of its Buyer Group, any of its Affiliates or any of its Connected Persons other than in the ordinary course of business and on arm's length terms; and/or
 - (iv) vary, modify or otherwise amend the terms of the Bridge Facility Agreement;
 - (v) fail to declare or pay in full (in cash) all dividends on all outstanding Preference Shares (as defined in the Certificate of Designation) of the Company, except if to do so would result in a breach of Law (including any regulatory capital requirements) and/or the terms of the Certificate of Designation; and
- (b) the Company shall procure that each Group Company:

- (i) carries on its business in all material respects in the ordinary and usual course, including by doing those things set out in part 1 of schedule 6 to the Investment Agreement; and
- (ii) subject to Clause 5.18, shall provide such information to a Buyer as such Buyer may reasonably request in connection with the satisfaction of the Conditions.

1.2 Paragraph 1.1 shall not operate so as to restrict or prevent:

- (a) any matter reasonably undertaken by any Group Company in an emergency or disaster situation with the intention of minimising any adverse effect of such situation which is considered reasonable and proportionate given the prevailing circumstances at the relevant time, to preserve human health and to safeguard the Sellers or the Group Companies from sustaining losses (provided that each Buyer shall be kept fully informed of any actions taken pursuant to this paragraph 1.2(a));
- (b) any matter undertaken to the extent required to comply with any requirement of applicable Law or any forthcoming change in applicable Law (in each case, including any rules or requirements of any Authority);
- (c) with respect to Paragraph 1.1(a)(ii), the Company or any other Group Company from taking any action (or omitting to take any action) to the extent such action or omission is within the scope of any consent, approval or authorisation granted by any Seller (or any director of the Company appointed by any Seller) prior to the date of this Deed and which consent, approval or authorisation has continuing or standing effect as at the date of this Deed;
- (d) the completion or performance of any obligations undertaken pursuant to any contract or arrangement entered into by any Group Company prior to the date of this Deed in the ordinary and usual course of business;
- (e) any variation, modification or other amendment to the terms of the Bridge Facility Agreement which would not result in the Company ceasing to benefit from committed debt financing in an amount at least equal to the amount committed under the Bridge Facility Agreement on the date of this Deed, provided that the Company may reduce:
 - (i) the amount of the New Company Indebtedness if the Company has sufficient cash available from other sources on or prior to the Completion Date to permit the Company to pay all amounts due by the Company under the Transaction Documents in accordance with their terms (including by paying all amounts due by the Company under the Seller Share Buyback Agreement and the Other Share Buyback Agreement in accordance with their terms); or
 - (ii) any commitments under the Bridge Facility Agreement if an equivalent amount (net of any financing fees) has been issued under paragraph (a) of the definition of “New Company Indebtedness”;
- (f) the incurrence or making of any payment of Permitted Leakage;
- (g) the completion or performance of any actions expressly required under the terms of, or expressly contemplated by, the Transaction Documents; or
- (h) any matter in connection with the renewal or renegotiation of any contract by any Group Company provided such renewal or renegotiation is conducted consistently with past practice on substantially the same terms.

- 1.3 If any Seller or the Company or any of their respective Representatives requests in writing the approval of the applicable Buyer pursuant to paragraph 1.1, such approval will be deemed to have been given unless the requested Buyer notifies the relevant Seller or its Representative in writing within five Business Days of the relevant request that the Buyer does not approve or requires additional information in connection with the relevant request.

SCHEDULE 5

COMPLETION OBLIGATIONS

1. SELLER'S OBLIGATIONS

1.1 At Completion, each Seller shall:

- (a) (in respect of itself only) deliver to the relevant Buyer or procure the delivery to the relevant Buyer of:
 - (i) share transfer form(s) to transfer all of the Shares set out against its name in Part 1 of Schedule 2 into the name of the Onex Buyer, duly executed by the registered holders thereof;
 - (ii) share transfer form(s) to transfer all of the Shares set out against its name in Part 2 of Schedule 2 into the name of the AIG Buyer, duly executed by the registered holders thereof; and
 - (iii) to the extent any of the Shares set out against its name in Part 2 of Schedule 2 are certificated, certificates, or equivalent documents in the relevant jurisdiction, in respect of all such Shares, or an indemnity for any lost certificates duly executed by it; and
- (b) deliver to the Company a shareholder resolution of the Company approving the adoption of the New Bye-laws with effect from Completion, duly executed by it.

1.2 At Completion, the Sellers (acting jointly) shall procure that **[Redacted – Commercially Sensitive]** are removed from the board of directors of the Company with effect from Completion and shall deliver a resignation letter in Agreed Form (each a “**Resignation Letter**”) in respect of each such person's resignation from the board of directors of the Company to the Company in respect of the same in accordance with the Investment Agreement and the Existing Bye-laws.

2. COMPANY'S OBLIGATIONS

2.1 At Completion, the Company shall:

- (a) deliver to each Buyer or procure the delivery to each Buyer of:
 - (i) a copy of a board resolution or board minutes of the Company (or any validly constituted and authorised committee of the Company) approving:
 - (A) the transfers of the Shares and to instruct the secretary of the Company to update the register of members of the Company to reflect the relevant Buyer as the holder of the relevant Shares;
 - (B) the removal of **[Redacted – Commercially Sensitive]** from the board of directors of the Company; and
 - (C) the appointment of two persons to the board of directors of the Company, whose identities the AIG Buyer shall notify to the Company in writing no later than five Business Days prior to the Completion Date;
 - (ii) a counterpart of the A&R Investment Agreement duly executed by the Company;

- (iii) one copy of the Data Room USB Stick;
- (iv) a copy of the Company's register of members, certified by the secretary of the Company dated the Completion Date reflecting the relevant Buyer as the holder of the relevant Shares;
- (b) execute the Other Shareholder Share Buyback Agreement; and
- (c) propose the adoption of the New Bye-laws with effect from the Completion to its shareholders;

3. BUYERS' OBLIGATIONS

3.1 At Completion, the Onex Buyer shall:

- (a) pay or procure the payment of the Onex Consideration Amount to the Sellers' Bank Account it being acknowledged that receipt of the Onex Consideration Amount into the Sellers' Bank Account shall fully discharge the Onex Buyer from its obligation to pay (or procure the payment of) the amounts in Clause 3.3(a) to the Sellers;
- (b) deliver to the Company a Deed of Adherence duly executed by the Onex Buyer;
- (c) deliver to the AIG Buyer a counterpart to the AIG Investor Rights Agreement, duly executed by Onex Corp.;
- (d) deliver to the Sellers and the Company:
 - (i) a copy of any power of attorney under which any document to be delivered under this paragraph 3.1 has been executed on behalf of the Onex Buyer or Onex Corp.; and
 - (ii) a copy of a board resolution and resolutions of the supervisory board and/or shareholders, where required of the Onex Buyer approving the execution of any documents which the Onex Buyer is required to execute or deliver at Completion;
 - (iii) a copy of a board resolution and resolutions of the supervisory board and/or shareholders, where required of Onex Corp. approving the execution of any documents which Onex Corp. is required to execute or deliver at Completion.

3.2 At Completion, the AIG Buyer shall:

- (a) pay or procure the payment of the AIG Consideration Amount to the Sellers' Bank Account it being acknowledged that receipt of the AIG Consideration Amount into the Sellers' Bank Account shall fully discharge the AIG Buyer from its obligation to pay (or procure the payment of) the amounts in Clause 3.3(b) to the Sellers;
- (b) deliver to the Company a Deed of Adherence duly executed by the AIG Buyer;
- (c) deliver to the Onex Buyer a counterpart to the AIG Investor Rights Agreement, duly executed by the AIG Buyer (or one or more of its Affiliates);
- (d) deliver to the Sellers and the Company:
 - (i) a copy of any power of attorney under which any document to be delivered under this paragraph 3.2 has been executed on behalf of the AIG Buyer or any Affiliate thereof; and

- (ii) a copy of a board resolution of the AIG Buyer approving the execution of any documents which the AIG Buyer is required to execute or deliver at Completion.

4. MANAGERS' REPRESENTATIVE'S AND A2 SHAREHOLDERS' REPRESENTATIVE'S OBLIGATIONS

With respect to any resolution put to the Company's shareholders between the date of this Deed and Completion to approve the adoption of the New Bye-laws with effect from Completion, the Managers' Representative and the A2 Shareholders' Representative shall, if required in order for the Company to adopt the New Bye-laws from Completion, vote in favour of such resolution.

SCHEDULE 6

REGULATORY FILINGS

1.1 UK

- (a) the PRA having given notice in writing in accordance with either section 189(4) or section 189(7) FSMA that it approves unconditionally the acquisition of control by the AIG Buyer, the Onex Buyer and any other person acquiring control (within the meaning of section 181 FSMA) of Convex Insurance UK Limited pursuant to this Deed, or in the absence of such notice, the PRA being treated, under section 189(6) FSMA, as having approved the acquisition of control over Convex Insurance UK Limited by the AIG Buyer, the Onex Buyer and any other such relevant persons;

1.2 Bermuda

- (a) the BMA having given notice in writing in accordance with section 30D of the Insurance Act that it does not object to the AIG Buyer and the Onex Buyer each becoming a shareholder controller of Convex Re Limited and any other person acquiring control (within the meaning of section 30D of the Insurance Act) pursuant to this Deed;
- (b) the Sellers that are “shareholder controllers” holding more than 10% of the shares in the capital of the Company having notified the BMA in writing in accordance with section 30EA(1) of the Insurance Act;
- (c) application by the Company to the Bermuda Registrar of Companies, for its approval of the beneficial owners, as defined in the Beneficial Ownership Act, of the Company contemplated by the transactions under this Deed, where required by the Beneficial Ownership Act, as applicable;
- (d) application by the Company to the BMA for its permission or approval of, or no objection to, the transfer of Shares in the Company contemplated under this Deed if required by the Bermuda Exchange Control Act;

1.3 Guernsey

- (a) the GFSC having given notice in writing in accordance with section 25 IB Law that it does not object to the acquisition of control by the AIG Buyer, the Onex Buyer and any other person acquiring control (within the meaning of section 25 IB Law) of Convex Guernsey Limited pursuant to this Deed;

1.4 Luxembourg

- (a) the CAA having given notice in writing in accordance with Article 88 of the Luxembourg Law that it does not object to the acquisition of control by the AIG Buyer, the Onex Buyer and any other person acquiring control (within the meaning of Article 87 of the Luxembourg Law) of Convex Europe S.A. pursuant to this Deed; and

1.5 Texas

- (a) the approval or non-disapproval from the Texas Department of Insurance with respect to the change of control of Convex North America Insurance Services LLC contemplated by this Deed.

SCHEDULE 7

TRANSACTION COSTS

1. Evercore and JP Morgan M&A advisory fees: 50%
2. Weil, Gotshal & Manges LLP legal fees (advising the Company): 50%
3. Deloitte LLP tax structuring advisory fees: 100%

This Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED and **delivered** as a **DEED** by
ONEX PARTNERS V FOX HOLDINGS LP

By: **ONEX PARTNERS V GP LP**, its
general partner

By: **ONEX PARTNERS V GP LIMITED**,
its general partner

Acting by:

(Signed) "Amir Motamedi"

Signature of authorised signatory

Amir Motamedi

Name of authorised signatory (print)

Representative

Title of authorised signatory (print)

(Signed) "Zach Levitt"

Signature of authorised signatory

Zach Levitt

Name of authorised signatory (print)

Representative

Title of authorised signatory (print)

EXECUTED and **delivered** as a **DEED** by
ONEX PARTNERS V-B FOX HOLDINGS
LP

By: **ONEX PARTNERS V GP LP**, its
general partner

By: **ONEX PARTNERS V GP LIMITED**,
its general partner

Acting by:

(Signed) "Amir Motamedi"

.....
Signature of authorised signatory

Amir Motamedi

.....
Name of authorised signatory (print)

Representative

.....
Title of authorised signatory (print)

(Signed) "Zach Levitt"

.....
Signature of authorised signatory

Zach Levitt

.....
Name of authorised signatory (print)

Representative

.....
Title of authorised signatory (print)

EXECUTED and **delivered** as a **DEED** by
ONEX FOX GS LP

By: **ONEX PARTNERS V GP LP**, its
general partner

By: **ONEX PARTNERS MANAGER, LP**,
its agent

By: **ONEX PARTNERS MANAGER GP**
ULC, its general partner

Acting by:

(Signed) "Amir Motamedi"

Signature of authorised signatory

Amir Motamedi

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

(Signed) "Zach Levitt"

Signature of authorised signatory

Zach Levitt

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

EXECUTED and **delivered** as a **DEED** by
ONEX FOX CO-INVEST LP
By: **ONEX PARTNERS V GP LIMITED**,
its general partner
By: **ONEX PARTNERS MANAGER LP**,
its agent
By: **ONEX PARTNERS MANAGER GP**
ULC, its general partner

Acting by:

(Signed) "Amir Motamedi"

Signature of authorised signatory

Amir Motamedi

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

(Signed) "Zach Levitt"

Signature of authorised signatory

Zach Levitt

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

EXECUTED and **delivered** as a **DEED** by
ONEX FOX LP

By: **ONEX PARTNERS V GP LIMITED**,
its general partner

By: **ONEX PARTNERS MANAGER LP**,
its agent

By: **ONEX PARTNERS MANAGER GP**
ULC, its general partner

Acting by:

(Signed) "Amir Motamedi"

Signature of authorised signatory

Amir Motamedi

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

(Signed) "Zach Levitt"

Signature of authorised signatory

Zach Levitt

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

EXECUTED and **delivered** as a **DEED** by
ONEX FOX II LP
By: **ONEX PARTNERS V GP LIMITED**,
its general partner
By: **ONEX PARTNERS MANAGER LP**,
its agent
By: **ONEX PARTNERS MANAGER GP**
ULC, its general partner

Acting by:

(Signed) "Amir Motamedi"

Signature of authorised signatory

Amir Motamedi

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

(Signed) "Zach Levitt"

Signature of authorised signatory

Zach Levitt

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

EXECUTED and **delivered** as a **DEED** by
ONEX FOX III LP
By: **ONEX PARTNERS V GP LIMITED**,
its general partner
By: **ONEX PARTNERS MANAGER LP**,
its agent
By: **ONEX PARTNERS MANAGER GP**
ULC, its general partner

Acting by:

(Signed) "Amir Motamedi"

Signature of authorised signatory

Amir Motamedi

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

(Signed) "Zach Levitt"

Signature of authorised signatory

Zach Levitt

Name of authorised signatory (print)

Managing Director

Title of authorised signatory (print)

EXECUTED and **delivered** as a **DEED** by
CHARLIE HOLDCO LLC

Acting by:

(Signed) "Amir Motamedi"

.....
Signature of authorised signatory

Amir Motamedi

.....
Name of authorised signatory (print)

Director

.....
Title of authorised signatory (print)

EXECUTED and **delivered** as a **DEED** by
AMERICAN INTERNATIONAL GROUP,
INC.

Acting by:

(Signed) "Peter Zaffino"

.....
Signature of authorised signatory

Peter Zaffino

.....
Name of authorised signatory (print)

Chief Executive Officer

.....
Title of authorised signatory (print)

**EXECUTED and delivered as a DEED by
CONVEX GROUP LIMITED**

Acting by:

(Signed) "Brian Bissett"

.....
Signature of authorised signatory

Brian Bissett

.....
Name of authorised signatory (print)

In the presence of:

(Signed) "Robina Malik"

.....
Signature of witness

Robina Malik

.....
Name of witness (print)

General Counsel

.....
Occupation of witness (print)

[Redacted – Personal Information]

.....
Address of witness (print)

.....

.....

EXECUTED and **delivered** as a **DEED** by
STEPHEN CATLIN
in his capacity as Managers’ Representative

(Signed) “Stephen Catlin”

Signature

In the presence of:

(Signed) “Solomon Kaufman”

Signature of witness

Solomon Kaufman

Name of witness (print)

Solicitor

Occupation of witness (print)

Weil, Gotshal & Manges (London) LLP, 110 Fetter Lane, London,
EC4A 1AY

Address of witness (print)

EXECUTED and **delivered** as a **DEED** by
STEPHEN CATLIN
in his capacity as A2 Shareholders’
Representative

(Signed) “Stephen Catlin”

Signature

In the presence of:

(Signed) “Solomon Kaufman”

Signature of witness

Solomon Kaufman

Name of witness (print)

Solicitor

Occupation of witness (print)

Weil, Gotshal & Manges (London) LLP, 110 Fetter Lane, London,
EC4A 1AY

Address of witness (print)

EXECUTED and **delivered** as a **DEED** by
ONEX CORPORATION

Acting by:

(Signed) "David Copeland"

Signature of authorised signatory

David Copeland

Name of authorised signatory (print)

Managing Director – Taxation

Title of authorised signatory (print)

(Signed) "Colin Sam"

Signature of authorised signatory

Colin Sam

Name of authorised signatory (print)

Managing Director – General Counsel

Title of authorised signatory (print)