

CAPITAL MAINTENANCE AGREEMENT

This Capital Maintenance Agreement (this "Agreement") is made in London, England, as of 1st February, 2002, between CGU International Insurance plc, a company incorporated under the laws of England and Wales ("CGUII") and CGNU London Annuity Service Corp., a Delaware corporation ("CGNU London Annuity").

WHEREAS, CGUII is the indirect parent company of CGNU London Annuity;

WHEREAS, CGNU London Annuity is in the business of accepting assignments of payment obligations under settlement agreements and purchasing annuity contracts from its affiliates, CGU Life Insurance Company of America and CGU Life Insurance Company of New York, the proceeds of which are applied to satisfy such obligations; and

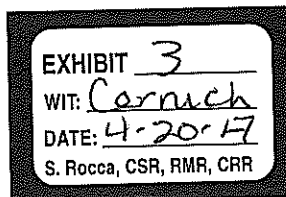
WHEREAS, CGUII is willing to enter into this Agreement for the benefit of CGNU London Annuity and in consideration of the fee to be paid by CGNU London Annuity to CGUII hereunder.

NOW, THEREFORE, in consideration of the material covenants and undertakings set forth in this Agreement, and other good and valuable consideration, the parties hereto agree as follows:

- (a) CGNU London Annuity shall pay CGUII a one-time fee ("Fee") in an amount equal to .5% of the premium it reports on its respective ledger in respect of each settlement agreement assumed by CGNU London Annuity during the term of this Agreement. Each Fee shall be combined and paid in a single lump-sum by CGNU London Annuity to CGUII no later than 10 business days after the close of CGNU London Annuity's cash-close quarter during which the settlement agreement has been reported by CGNU London Annuity in immediately available funds by wire transfer to the account or accounts in England designated in writing from time to time by CGUII. For CGUII's sole convenience, and unless otherwise mutually agreed upon between the parties in writing, payment of Fees shall be made to CGUII in United States dollars.
- (b) In the event that CGNU London Annuity is required to refund either a portion of or the entire premium it reported on any assumed settlement agreement, it shall be entitled to a corresponding pro-rata refund from CGUII. In such case, CGNU London Annuity shall notify CGUII of the premium refund, in writing, and CGUII shall combine and pay all such refunds in a single lump-sum payment within 10 business days from the receipt of the written refund notice in immediately available funds by wire transfer to the account or accounts in the United States designated in writing from time to time by CGNU London Annuity. Unless otherwise mutually agreed upon between the parties in writing, payment of refunds shall be made to CGNU London Annuity in United States dollars.

CMA REV 20011107

Confidential - Subject to Protective Order



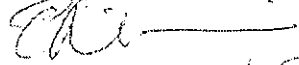
ATH_00004324

- (c) For so long as CGNU London Annuity has any obligations under any assumed settlement agreement, CGUII agrees to maintain capital in CGNU London Annuity to ensure that it has the necessary funds available to satisfy such obligations. CGUII may satisfy its obligations hereunder either in the form of direct or indirect cash equity contributions or by the purchase of newly issued shares of capital stock of CGNU London Annuity, valued at a price to be reasonably determined by CGUII.
- (d) CGUII expressly agrees that its undertaking provided herein shall be an absolute, unconditional, present and continuing obligation.
- (e) CGUII represents and warrants that (i) this Agreement has been duly authorized, executed and delivered in London, England, by and on behalf of CGUII and constitutes a legal, valid and binding agreement of CGUII, and (ii) the execution, delivery or performance by CGUII of this Agreement does not and will not conflict with, or result in any material breach or violation of, its constitutional documents or any agreement to which it is a party or by which it or any of its assets is bound.
- (f) CGNU London Annuity agrees that this Agreement shall terminate (i) effective immediately (A) upon CGNU London Annuity and CGUII ceasing to be affiliates (as defined below) or (B) at the election of CGUII upon any material breach by CGNU London Annuity or CGNU Corporation of their respective obligations under the Letter of Agreement dated as of the date hereof among CGUII, CGNU London Annuity and CGNU Corporation, or (ii) as otherwise required by applicable law, and that CGUII's undertakings in this Agreement shall not be applicable to any new assignments of obligations under settlement agreements that are accepted by CGNU London Annuity following any such termination. However, CGUII agrees that its obligations under this Agreement in respect of settlement agreement payment obligations that were assumed by CGNU London Annuity before such termination shall remain effective following such termination, unless otherwise prohibited by applicable law. As used herein, an "affiliate" of any person means another person that directly or indirectly controls, is controlled by, or is under common control with, such first person. As used herein, "control of" (including "controlled by" and "under common control with") any person means the possession, either directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or by contract or otherwise.
- (g) The obligations of CGUII herein are intended for the sole benefit of CGNU London Annuity and nothing in this Agreement shall be deemed to create any right to payment from CGUII, in any payee, third party or beneficiary under any settlement agreement payment obligation assumed by CGNU London Annuity.

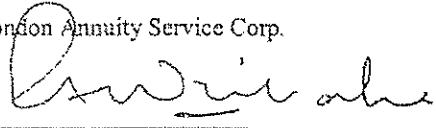
- (h) this Agreement shall be governed, interpreted, construed and enforced by and in accordance with the laws of England and Wales. Any proceeding to resolve a dispute arising out of or related to this Agreement shall be brought only in the courts of England and Wales, which shall have exclusive jurisdiction over this Agreement. The parties consent to service and jurisdiction of the courts of England and Wales.
- (i) All notices pertaining to this Agreement, including service of process under paragraph (h) above, shall be given to and received by CGNU London Annuity at [insert address of London-based agent for CGNU London Annuity] and to CGNUII at [insert CGUII' s address].

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in London, England, as of the day and year first written above.

CGU International Insurance plc


By: Authorized Signatory
Name:
Title:

Acknowledged and Accepted:

CGNU London Annuity Service Corp.

By: _____
Name:
Title:

2017.08.11