

# UNIVERSAL INSURANCE HOLDINGS, INC.

## FORM 10-Q (Quarterly Report)

Filed 07/30/25 for the Period Ending 06/30/25

|             |   |
|-------------|---|
| Address     | 1110 W. COMMERCIAL BLVD.<br>SUITE 100<br>FORT LAUDERDALE, FL, 33309 |
| Telephone   | 9549581200  |
| CIK         | 0000891166  |
| Symbol      | UVE   |
| SIC Code    | 6331 - Fire, Marine and Casualty Insurance                          |
| Industry    | Property & Casualty Insurance                                       |
| Sector      | Financials  |
| Fiscal Year | 12/31   |

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

**FORM 10-Q**

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-33251



**UNIVERSAL INSURANCE HOLDINGS, INC.**  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

65-0231984  
(I.R.S. Employer  
Identification No.)

1110 W. Commercial Blvd., Fort Lauderdale, Florida 33309  
(Address of principal executive offices) (Zip Code)

(954) 958-1200  
(Registrant's telephone number, including area code)

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

| Title of each class            | Trading Symbol(s) | Name of each exchange on which registered |
|--------------------------------|-------------------|---|
| Common Stock, \$0.01 Par Value | UVE               | New York Stock Exchange                   |

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer,"

|                              |                          |                           |    |                                     |    |     |          |      |
|------------------------------|--------------------------|---------------------------|----|-------------------------------------|----|-----|----------|------|
| “smaller reporting company,” | and                      | “emerging growth company” | in | Rule 12b-2                          | of | the | Exchange | Act. |
| Large accelerated filer      | <input type="checkbox"/> | Accelerated filer         |    | <input checked="" type="checkbox"/> |    |     |          |      |
| Non-accelerated filer        | <input type="checkbox"/> | Smaller reporting company |    | <input type="checkbox"/>            |    |     |          |      |
|                              |                          | Emerging growth company   |    | <input type="checkbox"/>            |    |     |          |      |

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

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 28,318,558 shares of common stock, par value \$0.01 per share, outstanding on July 28, 2025.

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UNIVERSAL INSURANCE HOLDINGS, INC.

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of  
Universal Insurance Holdings, Inc.  
Fort Lauderdale, Florida

### RESULTS OF REVIEW OF INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

We have reviewed the accompanying condensed consolidated balance sheet of Universal Insurance Holdings, Inc. and its wholly-owned subsidiaries (the “Company”) as of June 30, 2025 and the related condensed consolidated statements of income, comprehensive income, stockholders’ equity for the three-month and six-month periods ended June 30, 2025 and 2024 and the related condensed consolidated statement of cash flows for the six-month periods ended June 30, 2025 and 2024. Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”), the consolidated balance sheet of Universal Insurance Holdings, Inc. as of December 31, 2024 and the related consolidated statements of income, comprehensive income, stockholders’ equity and cash flows for the year then ended (not presented herein) and we expressed an unqualified audit opinion on those consolidated financial statements in our report dated February 28, 2025. In our opinion, the information set forth in the accompanying consolidated balance sheet as of December 31, 2024, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

### BASIS FOR REVIEW RESULTS

These interim financial statements are the responsibility of the Company’s management. We conducted our reviews in accordance with the standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

/s/ Plante & Moran, PLLC

East Lansing, Michigan

July 30, 2025

# PART I — FINANCIAL INFORMATION

## Item 1. Financial Statements

### UNIVERSAL INSURANCE HOLDINGS, INC. AND SUBSIDIARIES CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited) (in thousands, except per share data)

|  | As of            |                      |
|--|------------------|----------------------|
|  | June 30,<br>2025 | December 31,<br>2024 |
| <b>ASSETS</b>  |                  |                      |
| Available-for-sale debt securities, at fair value, net of allowance for credit loss of \$827 and \$1,018 (amortized cost: \$1,449,624 and \$1,353,532) | \$ 1,395,029     | \$ 1,269,079         |
| Equity securities, at fair value (cost: \$93,781 and \$79,917)   | 92,866           | 77,752               |
| Other investments, at fair value (cost: \$4,000 and \$8,794)   | 3,932            | 16,123               |
| Investment in real estate, net   | 8,179            | 8,322                |
| Total invested assets  | 1,500,006        | 1,371,276            |
| Cash and cash equivalents  | 367,108          | 259,441              |
| Restricted cash and cash equivalents   | 68,635           | 2,635                |
| Prepaid reinsurance premiums   | 639,022          | 262,716              |
| Reinsurance recoverables   | 381,989          | 627,617              |
| Premiums receivable, net   | 83,593           | 77,936               |
| Property and equipment, net  | 47,679           | 48,653               |
| Deferred policy acquisition costs  | 125,221          | 121,178              |
| Income taxes recoverable   | 9,018            | —                    |
| Deferred income tax asset, net   | 15,093           | 42,163               |
| Other assets   | 38,454           | 28,246               |
| Total assets   | \$ 3,275,818     | \$ 2,841,861         |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>  |                  |                      |
| <b>LIABILITIES:</b>  |                  |                      |
| Unpaid losses and loss adjustment expenses   | \$ 765,855       | \$ 959,291           |
| Unearned premiums  | 1,087,562        | 1,060,446            |
| Advance premium  | 83,812           | 46,237               |
| Reinsurance payable, net   | 709,453          | 220,328              |
| Commission payable   | 29,383           | 25,931               |
| Income taxes payable   | —                | 6,561                |
| Other liabilities and accrued expenses   | 41,083           | 48,574               |
| Long-term debt, net  | 100,862          | 101,243              |
| Total liabilities  | 2,818,010        | 2,468,611            |
| Commitments and Contingencies (Note 12)  |                  |                      |
| <b>STOCKHOLDERS' EQUITY:</b>   |                  |                      |
| Cumulative convertible preferred stock, \$0.01 par value   | —                | —                    |
| Authorized shares - 1,000; issued and outstanding - 10 and 10, respectively  |                  |                      |
| Minimum liquidation preference, \$9.99 and \$9.99 per share, respectively  |                  |                      |
| Common stock, \$0.01 par value   | 476              | 475                  |
| Authorized shares - 55,000; issued and outstanding, net of treasury shares, 27,927 and 28,096 shares, respectively                                     |                  |                      |
| Treasury shares, at cost - 19,669 and 19,382, respectively   | (290,120)        | (282,693)            |
| Additional paid-in capital   | 123,919          | 121,781              |
| Accumulated other comprehensive income (loss), net of taxes  | (40,782)         | (63,166)             |
| Retained earnings  | 664,315          | 596,853              |
| Total stockholders' equity   | 457,808          | 373,250              |
| Total liabilities and stockholders' equity   | \$ 3,275,818     | \$ 2,841,861         |

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.

**UNIVERSAL INSURANCE HOLDINGS, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME (unaudited)**  
(in thousands, except per common share data)

|   | Three Months Ended<br>June 30, |                  | Six Months Ended<br>June 30, |                  |
|---|--------------------------------|------------------|------------------------------|------------------|
|   | 2025                           | 2024             | 2025                         | 2024             |
| <b>REVENUES</b>   |                                |                  |                              |                  |
| Direct premiums written                                       | \$ 596,720                     | \$ 578,267       | \$ 1,063,798                 | \$ 1,024,446     |
| Change in unearned premiums                                   | (73,295)                       | (87,618)         | (27,116)                     | (51,725)         |
| Direct premiums earned  | 523,425                        | 490,649          | 1,036,682                    | 972,721          |
| Ceded premiums earned   | (163,232)                      | (145,691)        | (320,768)                    | (293,738)        |
| Premiums earned, net  | 360,193                        | 344,958          | 715,914                      | 678,983          |
| Net investment income   | 17,258                         | 14,660           | 33,318                       | 28,183           |
| Net realized gains (losses) on investments                    | 5,280                          | (311)            | 5,266                        | (388)            |
| Net change in unrealized gains (losses) on equity investments | (6,061)                        | 1,355            | (6,051)                      | 4,461            |
| Commission revenue  | 15,854                         | 11,679           | 32,129                       | 22,712           |
| Policy fees   | 5,603                          | 5,576            | 10,096                       | 9,981            |
| Other revenue   | 2,014                          | 2,297            | 4,336                        | 4,241            |
| <b>Total revenues</b>   | <b>400,141</b>                 | <b>380,214</b>   | <b>795,008</b>               | <b>748,173</b>   |
| <b>OPERATING COSTS AND EXPENSES</b>                           |                                |                  |                              |                  |
| Losses and loss adjustment expenses                           | 260,305                        | 243,572          | 510,860                      | 483,759          |
| Policy acquisition costs                                      | 61,878                         | 56,615           | 122,452                      | 111,435          |
| Other operating expenses                                      | 29,964                         | 30,499           | 56,634                       | 54,345           |
| <b>Total operating costs and expenses</b>                     | <b>352,147</b>                 | <b>330,686</b>   | <b>689,946</b>               | <b>649,539</b>   |
| Interest and amortization of debt issuance costs              | 1,608                          | 1,623            | 3,220                        | 3,245            |
| <b>INCOME (LOSS) BEFORE INCOME TAXES</b>                      | <b>46,386</b>                  | <b>47,905</b>    | <b>101,842</b>               | <b>95,389</b>    |
| Income tax expense (benefit)                                  | 11,293                         | 12,489           | 25,310                       | 26,316           |
| <b>NET INCOME (LOSS)</b>                                      | <b>\$ 35,093</b>               | <b>\$ 35,416</b> | <b>\$ 76,532</b>             | <b>\$ 69,073</b> |
| Basic earnings (loss) per common share                        | \$ 1.25                        | \$ 1.24          | \$ 2.73                      | \$ 2.40          |
| Weighted average common shares outstanding - Basic            | 27,972                         | 28,600           | 28,066                       | 28,734           |
| Diluted earnings (loss) per common share                      | \$ 1.21                        | \$ 1.21          | \$ 2.64                      | \$ 2.35          |
| Weighted average common shares outstanding - Diluted          | 29,072                         | 29,308           | 28,977                       | 29,369           |
| Cash dividend declared per common share                       | \$ 0.16                        | \$ 0.16          | \$ 0.32                      | \$ 0.32          |

**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (unaudited)**

|   | Three Months Ended<br>June 30, |                  | Six Months Ended<br>June 30, |                  |
|---|--------------------------------|------------------|------------------------------|------------------|
|   | 2025                           | 2024             | 2025                         | 2024             |
| Net income (loss)                               | \$ 35,093                      | \$ 35,416        | \$ 76,532                    | \$ 69,073        |
| Other comprehensive income (loss), net of taxes | 10,290                         | 996              | 22,384                       | (1,546)          |
| <b>Comprehensive income (loss)</b>              | <b>\$ 45,383</b>               | <b>\$ 36,412</b> | <b>\$ 98,916</b>             | <b>\$ 67,527</b> |

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.

**UNIVERSAL INSURANCE HOLDINGS, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
**FOR THE THREE AND SIX MONTHS ENDED June 30, 2025 AND 2024 (unaudited)**  
(in thousands, except per share data)

|   | Treasury<br>Shares  | Common<br>Shares<br>Issued | Preferred<br>Shares<br>Issued | Common<br>Stock<br>Amount | Preferred<br>Stock<br>Amount | Additional<br>Paid-In<br>Capital | Retained<br>Earnings | Accumulated<br>Other<br>Comprehensive<br>Income (Loss) | Treasury<br>Shares,<br>at Cost | Total<br>Stockholders'<br>Equity |
|---|---------------------|----------------------------|-------------------------------|---------------------------|------------------------------|----------------------------------|----------------------|--|--------------------------------|----------------------------------|
| <b>Balance, December 31, 2024</b>   | (19,382)            | 47,478                     | 10                            | \$ 475                    | \$ —                         | \$ 121,781                       | \$ 596,853           | \$ (63,166)  | \$ (282,693)                   | \$ 373,250                       |
| Vesting of performance share units  | (40) <sup>(A)</sup> | 102                        | —                             | 1                         | —                            | (1)                              | —                    | —  | (806)                          | (806)                            |
| Vesting of restricted stock units   | (20) <sup>(A)</sup> | 52                         | —                             | 1                         | —                            | (1)                              | —                    | —  | (461)                          | (461)                            |
| Retirement of treasury shares   | 60 <sup>(A)</sup>   | (60)                       | —                             | (1)                       | —                            | (1,266)                          | —                    | —  | 1,267                          | —                                |
| Share-based compensation  | —                   | —                          | —                             | —                         | —                            | 1,362                            | —                    | —  | —                              | 1,362                            |
| Net income (loss)   | —                   | —                          | —                             | —                         | —                            | —                                | 41,439               | —  | —                              | 41,439                           |
| Other comprehensive income (loss), net of taxes                                   | —                   | —                          | —                             | —                         | —                            | —                                | —                    | 12,094   | —                              | 12,094                           |
| Declaration of dividends (\$0.16 per common share and \$0.25 per preferred share) | —                   | —                          | —                             | —                         | —                            | —                                | (4,491)              | —  | —                              | (4,491)                          |
| <b>Balance, March 31, 2025</b>  | <u>(19,382)</u>     | <u>47,572</u>              | <u>10</u>                     | <u>\$ 476</u>             | <u>\$ —</u>                  | <u>\$ 121,875</u>                | <u>\$ 633,801</u>    | <u>\$ (51,072)</u>                                     | <u>\$ (282,693)</u>            | <u>\$ 422,387</u>                |
| Grant of restricted stock awards  | —                   | 22                         | —                             | —                         | —                            | —                                | —                    | —  | —                              | —                                |
| Stock option exercises  | (15) <sup>(A)</sup> | 17                         | —                             | —                         | —                            | 381                              | —                    | —  | (404)                          | (23)                             |
| Retirement of treasury shares   | 15 <sup>(A)</sup>   | (15)                       | —                             | —                         | —                            | (404)                            | —                    | —  | 404                            | —                                |
| Purchases of treasury stock   | (287)               | —                          | —                             | —                         | —                            | —                                | —                    | —  | (7,427)                        | (7,427)                          |
| Share-based compensation  | —                   | —                          | —                             | —                         | —                            | 2,067                            | —                    | —  | —                              | 2,067                            |
| Net income (loss)   | —                   | —                          | —                             | —                         | —                            | —                                | 35,093               | —  | —                              | 35,093                           |
| Other comprehensive loss, net of taxes  | —                   | —                          | —                             | —                         | —                            | —                                | —                    | 10,290   | —                              | 10,290                           |
| Declaration of dividends (\$0.16 per common share and \$0.25 per preferred share) | —                   | —                          | —                             | —                         | —                            | —                                | (4,579)              | —  | —                              | (4,579)                          |
| <b>Balance, June 30, 2025</b>   | <u>(19,669)</u>     | <u>47,596</u>              | <u>10</u>                     | <u>\$ 476</u>             | <u>\$ —</u>                  | <u>\$ 123,919</u>                | <u>\$ 664,315</u>    | <u>\$ (40,782)</u>                                     | <u>\$ (290,120)</u>            | <u>\$ 457,808</u>                |

(A) All shares acquired represent shares tendered to cover the strike price for options and tax withholdings on the intrinsic value of stock options exercised, restricted stock vested, performance share units vested, or restricted stock units vested. These shares have been cancelled by the Company.

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.



**UNIVERSAL INSURANCE HOLDINGS, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (continued)**  
(in thousands, except per share data)

|   | Treasury<br>Shares | Common<br>Shares<br>Issued | Preferred<br>Shares<br>Issued | Common<br>Stock<br>Amount | Preferred<br>Stock<br>Amount | Additional<br>Paid-In<br>Capital | Retained<br>Earnings | Accumulated<br>Other<br>Comprehensive<br>Income (Loss) | Treasury<br>Shares,<br>at Cost | Total<br>Stockholders'<br>Equity |
|---|--------------------|----------------------------|-------------------------------|---------------------------|------------------------------|----------------------------------|----------------------|--|--------------------------------|----------------------------------|
| <b>Balance, December 31, 2023</b>   | (18,303)           | 47,269                     | 10                            | \$ 472                    | \$ —                         | \$ 115,086                       | \$ 560,690           | \$ (74,172)  | \$ (260,779)                   | \$ 341,297                       |
| Purchases of treasury stock   | (208)              | —                          | —                             | —                         | —                            | —                                | —                    | —  | (4,139)                        | (4,139)                          |
| Share-based compensation  | —                  | —                          | —                             | —                         | —                            | 2,033                            | —                    | —  | —                              | 2,033                            |
| Other (A)   | —                  | —                          | —                             | —                         | —                            | (880)                            | —                    | —  | —                              | (880)                            |
| Net income (loss)   | —                  | —                          | —                             | —                         | —                            | —                                | 33,657               | —  | —                              | 33,657                           |
| Other comprehensive income (loss), net of taxes                                   | —                  | —                          | —                             | —                         | —                            | —                                | —                    | (2,542)  | —                              | (2,542)                          |
| Declaration of dividends (\$0.16 per common share and \$0.25 per preferred share) | —                  | —                          | —                             | —                         | —                            | —                                | (4,762)              | —  | —                              | (4,762)                          |
| <b>Balance, March 31, 2024</b>  | (18,511)           | 47,269                     | 10                            | \$ 472                    | \$ —                         | \$ 116,239                       | \$ 589,585           | \$ (76,714)  | \$ (264,918)                   | \$ 364,664                       |
| Grant of restricted stock awards  | —                  | 28                         | —                             | —                         | —                            | —                                | —                    | —  | —                              | —                                |
| Stock Option Exercises  | —                  | 1                          | —                             | —                         | —                            | —                                | —                    | —  | —                              | —                                |
| Purchases of treasury stock   | (274)              | —                          | —                             | —                         | —                            | 370                              | —                    | —  | (5,624)                        | (5,254)                          |
| Share-based compensation  | —                  | —                          | —                             | —                         | —                            | 2,186                            | —                    | —  | —                              | 2,186                            |
| Net income (loss)   | —                  | —                          | —                             | —                         | —                            | —                                | 35,416               | —  | —                              | 35,416                           |
| Other comprehensive income (loss), net of taxes                                   | —                  | —                          | —                             | —                         | —                            | —                                | —                    | 996  | —                              | 996                              |
| Declaration of dividends (\$0.16 per common share and \$0.25 per preferred share) | —                  | —                          | —                             | —                         | —                            | —                                | (4,771)              | —  | —                              | (4,771)                          |
| <b>Balance, June 30, 2024</b>   | (18,785)           | 47,298                     | 10                            | \$ 472                    | \$ —                         | \$ 118,795                       | \$ 620,230           | \$ (75,718)  | \$ (270,542)                   | \$ 393,237                       |

(A) The Other line within Paid-in Capital includes \$511 thousand related to cash settlement of certain restricted share units.

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.

**UNIVERSAL INSURANCE HOLDINGS, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)**  
(in thousands)

|   | Six Months Ended<br>June 30, |            |
|---|------------------------------|------------|
|   | 2025                         | 2024       |
| Cash flows from operating activities:                               |                              |            |
| Net cash provided by (used in) operating activities                 | \$ 292,992                   | \$ 156,073 |
| Cash flows from investing activities:                               |                              |            |
| Proceeds from sale of property and equipment                        | 12                           | 92         |
| Purchases of property and equipment                                 | (2,204)                      | (4,815)    |
| Purchases of equity securities                                      | (18,431)                     | (2,180)    |
| Purchases of available-for-sale debt securities                     | (210,052)                    | (253,650)  |
| Proceeds from sales of equity securities                            | 3,446                        | 10,952     |
| Proceeds from sales of available-for-sale debt securities           | 25,476                       | 7,530      |
| Proceeds from sale of private equity limited partnership            | 11,463                       | —          |
| Maturities of available-for-sale debt securities                    | 89,778                       | 57,735     |
| Net cash provided by (used in) investing activities                 | (100,512)                    | (184,336)  |
| Cash flows from financing activities:                               |                              |            |
| Preferred stock dividend  | (5)                          | (5)        |
| Common stock dividend   | (9,356)                      | (9,276)    |
| Purchase of treasury stock inclusive of excise taxes paid           | (7,427)                      | (9,763)    |
| Payments related to tax withholding for share-based compensation    | (1,290)                      | —          |
| Repayment of debt   | (735)                        | (735)      |
| Net cash provided by (used in) financing activities                 | (18,813)                     | (19,779)   |
| Cash and cash equivalents and restricted cash and cash equivalents: |                              |            |
| Net increase (decrease) during the period                           | 173,667                      | (48,042)   |
| Balance, beginning of period  | 262,076                      | 399,941    |
| Balance, end of period  | \$ 435,743                   | \$ 351,899 |

The following table summarizes our cash and cash equivalents and restricted cash and cash equivalents within the Condensed Consolidated Balance Sheets (in thousands):

|  | June 30,<br>2025 | December 31,<br>2024 |
|--|------------------|----------------------|
| Cash and cash equivalents  | \$ 367,108       | \$ 259,441           |
| Restricted cash and cash equivalents (1)                                 | 68,635           | 2,635                |
| Total cash and cash equivalents and restricted cash and cash equivalents | \$ 435,743       | \$ 262,076           |

(1) See “—Note 5 (Insurance Operations)” for a discussion of the nature of the restrictions for restricted cash and cash equivalents and “—Note 14 (Variable Interest Entities)” for a discussion of restricted cash held in a trust account.

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.

**UNIVERSAL INSURANCE HOLDINGS, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(unaudited)**

**NOTE 1 - NATURE OF OPERATIONS AND BASIS OF PRESENTATION**

***Nature of Operations***

Universal Insurance Holdings, Inc. (“UVE,” and together with its wholly-owned subsidiaries, “the Company”) is a Delaware corporation incorporated in 1990. The Company is a vertically integrated insurance holding company performing all aspects of insurance underwriting, distribution, and claims. Through its wholly-owned insurance company subsidiaries, Universal Property & Casualty Insurance Company (“UPCIC”) and American Platinum Property and Casualty Insurance Company (“APPCIC,” and together with UPCIC, the “Insurance Entities”), the Company is principally engaged in the property and casualty insurance business offered primarily through its network of independent agents. Risk from catastrophic losses is managed through the use of reinsurance agreements. The Company’s primary product is residential homeowners’ insurance offered in 19 states as of June 30, 2025, including Florida, which comprises the majority of the Company’s policies in force. See “—Note 5 (Insurance Operations)” for more information regarding the Company’s insurance operations.

The Company generates revenues primarily from the collection of premiums and investment returns on funds invested on cash flows in excess of those retained and used for claims-paying obligations and insurance operations. Other significant sources of revenue include brokerage commissions collected from reinsurers on certain reinsurance programs placed on behalf of the Insurance Entities, policy fees collected from policyholders by the Company’s wholly-owned managing general agent (“MGA”) subsidiary and payment plan fees charged to policyholders who choose to pay their premiums in installments. The Company’s wholly-owned adjusting company receives claims-handling fees from the Insurance Entities. The Insurance Entities receive reimbursement whenever claims-handling fees are subject to recovery under the Insurance Entities’ respective reinsurance programs. These fees, after expenses, are recorded in the Condensed Consolidated Financial Statements as an adjustment to losses and loss adjustment expense (“LAE”).

The condensed consolidated financial statements have been prepared in conformity with: (i) United States (“U.S.”) generally accepted accounting principles (“GAAP”); and (ii) the rules and regulations of the U.S. Securities and Exchange Commission (“SEC”).

***Basis of Presentation and Consolidation***

The Company has prepared the accompanying unaudited Condensed Consolidated Financial Statements (“Financial Statements”) in accordance with the rules and regulations of the United States Securities and Exchange Commission (“SEC”) for interim financial information. Accordingly, the Financial Statements do not include all of the information and footnotes required by United States Generally Accepted Accounting Principles (“GAAP”) for annual financial statements. Therefore, the Financial Statements should be read in conjunction with the audited Condensed Consolidated Financial Statements contained in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 28, 2025. The Condensed Consolidated Balance Sheet at December 31, 2024 was derived from audited financial statements, but does not include all disclosures required by GAAP. In the opinion of management, all adjustments (consisting of normal recurring adjustments) necessary for a fair presentation have been included in the Financial Statements. The results for interim periods do not necessarily indicate the results that may be expected for any interim period or for the full year.

To conform to the current period presentation, certain amounts in the prior period condensed consolidated financial statements and notes have been reclassified. Such reclassifications were of an immaterial amount and had no effect on net income or stockholders’ equity.

The Financial Statements include the accounts of UVE and its wholly-owned subsidiaries, as well as variable interest entities (“VIE”) in which the Company is determined to be the primary beneficiary. All material intercompany balances and transactions have been eliminated in consolidation.

***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The Company’s primary use of estimates is in the recognition of liabilities for unpaid losses, loss adjustment expenses, subrogation recoveries, reinsurance recoveries, and valuation of level 3 investments. Actual results could differ from those estimates.

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES**

The Company reported Significant Accounting Policies in its Annual Report on Form 10-K for the year ended December 31, 2024.

**NOTE 3 - INVESTMENTS**
***Available-for-Sale Securities***

The following table provides the amortized cost and fair value of available-for-sale debt securities as of the dates presented (in thousands):

|   | June 30, 2025       |                                      |                        |                         |                     |
|---|---------------------|--------------------------------------|------------------------|-------------------------|---------------------|
|   | Amortized Cost      | Allowance for Expected Credit Losses | Gross Unrealized Gains | Gross Unrealized Losses | Fair Value          |
| <b>Debt Securities:</b>                     |                     |                                      |                        |                         |                     |
| U.S. government obligations and agencies    | \$ 24,327           | \$ —                                 | \$ 166                 | \$ (304)                | \$ 24,189           |
| Corporate bonds                             | 980,061             | (712)                                | 5,251                  | (34,947)                | 949,653             |
| Mortgage-backed and asset-backed securities | 419,884             | —                                    | 2,226                  | (24,838)                | 397,272             |
| Municipal bonds                             | 15,872              | (1)                                  | 4                      | (1,106)                 | 14,769              |
| Redeemable preferred stock                  | 9,480               | (114)                                | 41                     | (261)                   | 9,146               |
| <b>Total</b>                                | <b>\$ 1,449,624</b> | <b>\$ (827)</b>                      | <b>\$ 7,688</b>        | <b>\$ (61,456)</b>      | <b>\$ 1,395,029</b> |

|   | December 31, 2024   |                                      |                        |                         |                     |
|---|---------------------|--------------------------------------|------------------------|-------------------------|---------------------|
|   | Amortized Cost      | Allowance for Expected Credit Losses | Gross Unrealized Gains | Gross Unrealized Losses | Fair Value          |
| <b>Debt Securities:</b>                     |                     |                                      |                        |                         |                     |
| U.S. government obligations and agencies    | \$ 20,284           | \$ —                                 | \$ 35                  | \$ (572)                | \$ 19,747           |
| Corporate bonds                             | 920,337             | (894)                                | 1,580                  | (52,075)                | 868,948             |
| Mortgage-backed and asset-backed securities | 387,538             | —                                    | 1,041                  | (31,549)                | 357,030             |
| Municipal bonds                             | 15,893              | (3)                                  | —                      | (1,536)                 | 14,354              |
| Redeemable preferred stock                  | 9,480               | (121)                                | 23                     | (382)                   | 9,000               |
| <b>Total</b>                                | <b>\$ 1,353,532</b> | <b>\$ (1,018)</b>                    | <b>\$ 2,679</b>        | <b>\$ (86,114)</b>      | <b>\$ 1,269,079</b> |

The following table provides the credit quality of available-for-sale debt securities with contractual maturities as of the dates presented (dollars in thousands):

| Average Credit Ratings | June 30, 2025       |                       | December 31, 2024   |                       |
|------------------------|---------------------|-----------------------|---------------------|-----------------------|
|                        | Fair Value          | % of Total Fair Value | Fair Value          | % of Total Fair Value |
| AAA                    | \$ 410,713          | 29.4 %                | \$ 378,732          | 29.9 %                |
| AA                     | 192,208             | 13.8 %                | 146,456             | 11.5 %                |
| A                      | 437,964             | 31.4 %                | 425,503             | 33.5 %                |
| BBB                    | 345,858             | 24.8 %                | 313,265             | 24.7 %                |
| No Rating Available    | 8,286               | 0.6 %                 | 5,123               | 0.4 %                 |
| <b>Total</b>           | <b>\$ 1,395,029</b> | <b>100.0 %</b>        | <b>\$ 1,269,079</b> | <b>100.0 %</b>        |

The table above includes credit quality ratings by Standard and Poor's Rating Services, Inc. ("S&P"), Moody's Investors Service, Inc. and Fitch Ratings, Inc. The Company has presented the highest rating of the three rating agencies for each investment position.

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The following table summarizes the amortized cost and fair value of mortgage-backed and asset-backed securities as of the dates presented (in thousands):

|                             | June 30, 2025     |                   | December 31, 2024 |                   |
|-----------------------------|-------------------|-------------------|-------------------|-------------------|
|                             | Amortized Cost    | Fair Value        | Amortized Cost    | Fair Value        |
| Mortgage-backed securities: |                   |                   |                   |                   |
| Agency                      | \$ 215,261        | \$ 197,451        | \$ 194,400        | \$ 171,531        |
| Non-agency                  | 66,749            | 61,946            | 58,722            | 51,940            |
| Asset-backed securities:    |                   |                   |                   |                   |
| Auto loan receivables       | 67,409            | 67,849            | 60,087            | 60,326            |
| Credit card receivables     | 7,513             | 7,583             | 9,702             | 9,769             |
| Other receivables           | 62,952            | 62,443            | 64,627            | 63,464            |
| Total                       | <u>\$ 419,884</u> | <u>\$ 397,272</u> | <u>\$ 387,538</u> | <u>\$ 357,030</u> |

The following tables summarize available-for-sale debt securities, aggregated by major security type and the length of time that individual securities have been in a continuous unrealized loss position, for which no allowance for expected credit losses has been recorded as of the dates presented (in thousands):

|   | June 30, 2025       |                   |                     |                    |
|---|---------------------|-------------------|---------------------|--------------------|
|   | Less Than 12 Months |                   | 12 Months or Longer |                    |
|   | Fair Value          | Unrealized Losses | Fair Value          | Unrealized Losses  |
| Debt Securities:                            |                     |                   |                     |                    |
| U.S. government obligations and agencies    | \$ —                | \$ —              | \$ 2,362            | \$ (279)           |
| Corporate bonds                             | —                   | —                 | 258,174             | (18,072)           |
| Mortgage-backed and asset-backed securities | 1,504               | (3)               | 174,079             | (24,243)           |
| Municipal bonds                             | —                   | —                 | 10,024              | (809)              |
| Redeemable preferred stock                  | —                   | —                 | 829                 | (80)               |
| Total                                       | <u>\$ 1,504</u>     | <u>\$ (3)</u>     | <u>\$ 445,468</u>   | <u>\$ (43,483)</u> |

|   | December 31, 2024   |                   |                     |                    |
|---|---------------------|-------------------|---------------------|--------------------|
|   | Less Than 12 Months |                   | 12 Months or Longer |                    |
|   | Fair Value          | Unrealized Losses | Fair Value          | Unrealized Losses  |
| Debt Securities:                            |                     |                   |                     |                    |
| U.S. government obligations and agencies    | \$ 12,962           | \$ (193)          | \$ 2,727            | \$ (379)           |
| Corporate bonds                             | 44,049              | (1,780)           | 283,877             | (25,336)           |
| Mortgage-backed and asset-backed securities | 64,516              | (1,567)           | 179,865             | (29,935)           |
| Municipal bonds                             | 1,244               | (53)              | 9,624               | (1,099)            |
| Redeemable preferred stock                  | —                   | —                 | 825                 | (84)               |
| Total                                       | <u>\$ 122,771</u>   | <u>\$ (3,593)</u> | <u>\$ 476,918</u>   | <u>\$ (56,833)</u> |

Unrealized losses on available-for-sale debt securities in the above table as of June 30, 2025 have not been recognized into income as credit losses because the issuers are of high credit quality (investment grade securities), management does not intend to sell nor does it believe it is more likely than not it will be required to sell the securities prior to their anticipated recovery, and the decline in fair value is largely due to changes in interest rates and other market conditions. There were no material factors impacting any one category or specific security requiring an accrual for credit loss. The issuers continue to make principal and interest payments on the bonds. The fair value is expected to recover as the bonds approach maturity.

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The table of expected credit losses below presents the beginning and ending balances, along with the provision for or reversal of credit loss expenses, categorized by security type. This information pertains to available-for-sale debt securities that are in an unrealized loss position, necessitating a credit allowance (in thousands):

|  | Corporate Bonds | Municipal Bonds | Redeemable Preferred Stock | Total  |
|--|-----------------|-----------------|----------------------------|--------|
| Balance, December 31, 2023                         | \$ 469          | \$ 4            | \$ 93                      | \$ 566 |
| Provision for (or reversal of) credit loss expense | 425             | (1)             | 28                         | 452    |
| Balance, December 31, 2024                         | 894             | 3               | 121                        | 1,018  |
| Provision for (or reversal of) credit loss expense | (182)           | (2)             | (7)                        | (191)  |
| Balance, June 30, 2025                             | \$ 712          | \$ 1            | \$ 114                     | \$ 827 |

Refer to “Part II—Item 8—Note 2 (Summary of Significant Accounting Policies)” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024 for details of accounting policies and reporting in the condensed consolidated financial statements associated with available-for-sale debt securities and allowance for credit losses.

The following table presents the amortized cost and fair value of investments with maturities as of the date presented (in thousands):

|  | June 30, 2025  |              |
|--|----------------|--------------|
|  | Amortized Cost | Fair Value   |
| Due in one year or less                | \$ 195,000     | \$ 193,273   |
| Due after one year through five years  | 747,300        | 728,880      |
| Due after five years through ten years | 483,313        | 452,790      |
| Due after ten years                    | 20,909         | 17,061       |
| Perpetual maturity securities          | 3,102          | 3,025        |
| Total                                  | \$ 1,449,624   | \$ 1,395,029 |

All securities, except those with perpetual maturities, were categorized in the table above utilizing years to effective maturity. Effective maturity takes into consideration all forms of potential prepayment, such as call features or prepayment schedules, that shorten the lifespan of contractual maturity dates.

The following table provides certain information related to available-for-sale debt securities, equity securities, and other investments during the periods presented (in thousands):

|  | Three Months Ended<br>June 30, |            | Six Months Ended<br>June 30, |            |
|--|--------------------------------|------------|------------------------------|------------|
|  | 2025                           | 2024       | 2025                         | 2024       |
| Proceeds from sales and maturities (fair value): |                                |            |                              |            |
| Available-for-sale debt securities               | \$ 78,569                      | \$ 28,717  | \$ 115,254                   | \$ 65,265  |
| Equity securities                                | \$ 3,446                       | \$ 8,042   | \$ 3,446                     | \$ 10,952  |
| Other investments                                | \$ 11,463                      | \$ —       | \$ 11,463                    | \$ —       |
| Gross realized gains on sale of securities:      |                                |            |                              |            |
| Available-for-sale debt securities               | \$ 33                          | \$ 580     | \$ 57                        | \$ 585     |
| Equity securities                                | \$ 984                         | \$ 725     | \$ 984                       | \$ 794     |
| Other investments                                | \$ 6,669                       | \$ —       | \$ 6,669                     | \$ —       |
| Gross realized losses on sale of securities:     |                                |            |                              |            |
| Available-for-sale debt securities               | \$ (342)                       | \$ (489)   | \$ (380)                     | \$ (563)   |
| Equity securities                                | \$ (2,065)                     | \$ (1,109) | \$ (2,065)                   | \$ (1,186) |

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The following table presents the components of net investment income, comprised primarily of interest and dividends, for the periods presented (in thousands):

|                                    | Three Months Ended<br>June 30, |           | Six Months Ended<br>June 30, |           |
|------------------------------------|--------------------------------|-----------|------------------------------|-----------|
|                                    | 2025                           | 2024      | 2025                         | 2024      |
| Available-for-sale debt securities | \$ 11,615                      | \$ 8,390  | \$ 22,334                    | \$ 15,604 |
| Equity securities                  | 933                            | 842       | 1,729                        | 1,736     |
| Cash and cash equivalents (1)      | 5,331                          | 5,885     | 10,453                       | 11,708    |
| Other (2)                          | 158                            | 150       | 324                          | 327       |
| Total investment income            | 18,037                         | 15,267    | 34,840                       | 29,375    |
| Less: Investment expenses (3)      | (779)                          | (607)     | (1,522)                      | (1,192)   |
| Net investment income              | \$ 17,258                      | \$ 14,660 | \$ 33,318                    | \$ 28,183 |

(1) Includes interest earned on restricted cash and cash equivalents.

(2) Includes investment income earned on real estate investments.

(3) Includes custodial fees, investment accounting and advisory fees, and expenses associated with real estate investments.

### Equity Securities

The following table provides the unrealized gains and (losses) recognized for the periods presented on equity securities still held at the end of the reported period (in thousands):

|   | Three Months Ended<br>June 30, |        | Six Months Ended<br>June 30, |          |
|---|--------------------------------|--------|------------------------------|----------|
|   | 2025                           | 2024   | 2025                         | 2024     |
| Unrealized gains (losses) recognized during the reported period on equity securities still held at the end of the reported period | \$ (45)                        | \$ 980 | \$ 180                       | \$ 3,885 |

### Investment in Real Estate

Investment in real estate consisted of the following as of the dates presented (in thousands):

|                                | June 30,<br>2025 | December 31,<br>2024 |
|--------------------------------|------------------|----------------------|
| Income Producing:              |                  |                      |
| Investment in real estate      | \$ 10,109        | \$ 10,102            |
| Less: Accumulated depreciation | (1,930)          | (1,780)              |
| Investment in real estate, net | \$ 8,179         | \$ 8,322             |

The following table provides the depreciation expense related to investment in real estate for the periods presented (in thousands):

|   | Three Months Ended<br>June 30, |       | Six Months Ended<br>June 30, |       |
|---|--------------------------------|-------|------------------------------|-------|
|   | 2025                           | 2024  | 2025                         | 2024  |
| Depreciation expense on investment in real estate | \$ 75                          | \$ 47 | \$ 150                       | \$ 93 |

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### Other Investments

The Company has ownership interests in limited partnerships that are not registered or readily tradable on a securities exchange. These partnerships are with private equity funds managed by general partners who make decisions with regard to financial policies and operations. As such, the Company is not the primary beneficiary and does not consolidate these partnerships.

The fair value of the Company's investments in certain private equity funds is also determined using Net Asset Value. The timing of the delivery of the funds' financial statements and financial information is on a three-month lag which results in a three-month delay in the recognition of our share of the change in Net Asset Value. Effective in 2024, as this is the best information available, it will be used for the estimate of the net asset value as well as the fair value, unless conditions have changed significantly in the economy or securities markets. In such a case, we will adjust our estimate with assistance from the general partner.

The fair value of the other investments reported at net asset value consisted of the following as of the date presented (in thousands):

| As of June 30, 2025  |                 |                      |  |                          |
|--|-----------------|----------------------|--|--------------------------|
|  | Fair Value      | Unfunded Commitments | Redemption Frequency (if Currently Eligible) | Redemption Notice Period |
| Investments in private equity limited partnerships - Net Asset Value (a) | \$ 3,932        | \$ —                 | N/A  | N/A                      |
| Total  | <u>\$ 3,932</u> | <u>\$ —</u>          |  |                          |

- (a) This class includes private equity funds that invest in cybersecurity companies which are subject to a contractual restriction on the transfer or sale by the Company prior to liquidation or dissolution of the partnership agreement by the general partner. Distributions are received through liquidation of the underlying assets of the fund. The fair value of these assets has been estimated using the net asset value (NAV) per share of investments. It is estimated that these investments will be liquidated over four to nine years.

| As of December 31, 2024  |                 |                      |  |                          |
|--|-----------------|----------------------|--|--------------------------|
|  | Fair Value      | Unfunded Commitments | Redemption Frequency (if Currently Eligible) | Redemption Notice Period |
| Investments in private equity limited partnerships - Net Asset Value (a) | \$ 3,921        | \$ —                 | N/A  | N/A                      |
| Total  | <u>\$ 3,921</u> | <u>\$ —</u>          |  |                          |

- (a) This class includes private equity funds that invest in cybersecurity companies which are subject to a contractual restriction on the transfer or sale by the Company prior to liquidation or dissolution of the partnership agreement by the general partner. Distributions are received through liquidation of the underlying assets of the fund. The fair value of these assets has been estimated using the net asset value (NAV) per share of investments. It is estimated that these investments will be liquidated over four to nine years.

Other investments consisted of the following as of the dates presented (in thousands):

|  | June 30,<br>2025 | December 31,<br>2024 |
|--|------------------|----------------------|
| Investments in private equity limited partnerships reported at fair value      | \$ —             | \$ 12,202            |
| Investments in private equity limited partnerships reported at net asset value | 3,932            | 3,921                |
| Total Investments in private equity partnerships                               | <u>\$ 3,932</u>  | <u>\$ 16,123</u>     |



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The limited partnership investments are subject to a contractual restriction on the transfer or sale by the Company prior to liquidation or dissolution of the partnership agreement by the general partner. This restriction lapses upon the dissolution of the partnership or upon the written consent of the general partner and its Board of Directors.

The following table provides the realized and unrealized gains recognized for the periods presented on investment in private equity limited partnerships still held at the end of the reported period (in thousands):

|  | Three Months Ended<br>June 30,<br>2025 | Three Months Ended<br>June 30,<br>2024 |
|--|--|--|
| Unrealized gains (losses) recognized during the reported period on investments in private equity limited partnerships reported at net asset value still held at the end of reported period | \$ 1                                   | \$ —                                   |
| Total unrealized gains (losses) recognized during the reported period on investments in private equity limited partnerships still held at the end of the reported period                   | \$ 1                                   | \$ —                                   |
|  | Six Months Ended<br>June 30,<br>2025   | Six Months Ended<br>June 30,<br>2024   |
| Unrealized gains (losses) recognized during the reported period on investments in private equity limited partnerships reported at net asset value still held at the end of reported period | \$ 11                                  | \$ —                                   |
| Total unrealized gains (losses) recognized during the reported period on investments in private equity limited partnerships still held at the end of the reported period                   | \$ 11                                  | \$ —                                   |

The unrealized gains (losses) and realized gains (losses) on these investments are recognized in net change in unrealized gains (losses) on equity investments and net realized gains (losses) on investments, respectively, in the Condensed Consolidated Statement of Income. June 30, 2025 and December 31, 2024, the Company's net cumulative contributed capital to the partnerships was \$4.0 million and \$4.8 million, respectively.

### NOTE 4 - REINSURANCE

The Company seeks to reduce its risk of loss by reinsuring certain levels of risk in various areas of exposure with other insurance enterprises or reinsurers, generally as of the beginning of the hurricane season on June 1<sup>st</sup> of each year. The Company's current reinsurance programs consist principally of catastrophe excess of loss reinsurance, subject to the terms and conditions of the applicable agreements. Notwithstanding the purchase of such reinsurance, the Company is responsible for certain retained loss amounts before reinsurance attaches and for insured losses related to catastrophes and other events that exceed coverage provided by or otherwise are not within the scope of the reinsurance programs. The Company remains responsible for the settlement of insured losses irrespective of whether any of the reinsurers fail to make payments otherwise due.

To reduce credit risk for amounts due from reinsurers, the Insurance Entities seek to do business with financially sound reinsurance companies and regularly evaluate the financial strength of all reinsurers used.

The following table presents ratings from rating agencies and the unsecured amounts due from the reinsurers whose aggregate balance exceeded 3% of the Company's stockholders' equity as of the dates presented (in thousands):

| Reinsurer                                     | Ratings as of June 30, 2025 |   |                                 | Due from as of    |                   |
|---|-----------------------------|---|---------------------------------|-------------------|-------------------|
|   | AM Best Company             | Standard and Poor's Rating Services, Inc. | Moody's Investors Service, Inc. | June 30, 2025     | December 31, 2024 |
| Various Lloyd's of London Syndicates (1)      | A+                          | AA-                                       | n/a                             | \$ 103,236        | \$ 282,826        |
| Markel Bermuda Ltd.                           | A                           | A   | A                               | 75,796            | 94,173            |
| Renaissance Reinsurance Ltd.                  | A+                          | A+  | A                               | 33,790            | 35,808            |
| Florida Hurricane Catastrophe Fund "FHCF" (2) | n/a                         | n/a                                       | n/a                             | 29,013            | 81,375            |
| Everest Reinsurance Co                        | A+                          | A+  | A                               | 26,128            | 47,807            |
| DaVinci Reinsurance Ltd.                      | A                           | A+  | A                               | 25,729            | 73,645            |
| Total (3)                                     |                             |   |                                 | <u>\$ 293,692</u> | <u>\$ 615,634</u> |

(1) Moody's does not provide a rating for Lloyd's; the reinsurer is fully collateralized with a trust agreement.

(2) No rating is available, because the fund is not rated.

(3) Amounts represent prepaid reinsurance premiums and net recoverables for paid and unpaid losses, including incurred but not reported reserves, and loss adjustment expenses.

The Company's reinsurance arrangements had the following effect on certain items in the Condensed Consolidated Statements of Income for the periods presented (in thousands):

|        | Three Months Ended June 30, |                   |                                     |                    |                   |                                     |
|--------|-----------------------------|-------------------|-------------------------------------|--------------------|-------------------|-------------------------------------|
|        | 2025                        |                   |                                     | 2024               |                   |                                     |
|        | Premiums Written            | Premiums Earned   | Losses and Loss Adjustment Expenses | Premiums Written   | Premiums Earned   | Losses and Loss Adjustment Expenses |
| Direct | \$ 596,720                  | \$ 523,425        | \$ 260,953                          | \$ 578,267         | \$ 490,649        | \$ 253,613                          |
| Ceded  | (696,774)                   | (163,232)         | (648)                               | (632,813)          | (145,691)         | (10,041)                            |
| Net    | <u>\$ (100,054)</u>         | <u>\$ 360,193</u> | <u>\$ 260,305</u>                   | <u>\$ (54,546)</u> | <u>\$ 344,958</u> | <u>\$ 243,572</u>                   |

|        | Six Months Ended June 30, |                   |                                     |                   |                   |                                     |
|--------|---------------------------|-------------------|-------------------------------------|-------------------|-------------------|-------------------------------------|
|        | 2025                      |                   |                                     | 2024              |                   |                                     |
|        | Premiums Written          | Premiums Earned   | Losses and Loss Adjustment Expenses | Premiums Written  | Premiums Earned   | Losses and Loss Adjustment Expenses |
| Direct | \$ 1,063,798              | \$ 1,036,682      | \$ 510,660                          | \$ 1,024,446      | \$ 972,721        | \$ 493,932                          |
| Ceded  | (697,075)                 | (320,768)         | 200                                 | (633,104)         | (293,738)         | (10,173)                            |
| Net    | <u>\$ 366,723</u>         | <u>\$ 715,914</u> | <u>\$ 510,860</u>                   | <u>\$ 391,342</u> | <u>\$ 678,983</u> | <u>\$ 483,759</u>                   |

The following prepaid reinsurance premiums and reinsurance recoverables are reflected in the Condensed Consolidated Balance Sheets as of the dates presented (in thousands):

|   | June 30, 2025     | December 31, 2024 |
|---|-------------------|-------------------|
| Prepaid reinsurance premiums                      | \$ 639,022        | \$ 262,716        |
| Reinsurance recoverables on paid losses and LAE   | \$ 45,362         | \$ 65,681         |
| Reinsurance recoverables on unpaid losses and LAE | 336,627           | 561,936           |
| Reinsurance recoverables                          | <u>\$ 381,989</u> | <u>\$ 627,617</u> |

## NOTE 5 - INSURANCE OPERATIONS

### Deferred Policy Acquisition Costs

The Company defers certain costs incurred in connection with acquiring or renewing insurance policies, called Deferred Policy Acquisition Costs ("DPAC"). DPAC is reported as an asset and is amortized over the estimated life of the insurance policies.

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The following table presents the beginning and ending balances and the changes in DPAC for the periods presented (in thousands):

|                           | Three Months Ended<br>June 30, |                   | Six Months Ended<br>June 30, |                   |
|---------------------------|--------------------------------|-------------------|------------------------------|-------------------|
|                           | 2025                           | 2024              | 2025                         | 2024              |
| DPAC, beginning of period | \$ 115,830                     | \$ 106,632        | \$ 121,178                   | \$ 109,985        |
| Capitalized Costs         | 70,321                         | 66,544            | 124,428                      | 117,396           |
| Amortization of DPAC      | (60,930)                       | (56,032)          | (120,385)                    | (110,237)         |
| DPAC, end of period       | <u>\$ 125,221</u>              | <u>\$ 117,144</u> | <u>\$ 125,221</u>            | <u>\$ 117,144</u> |

### Regulatory Requirements and Restrictions

The Insurance Entities are subject to regulations and standards of the Florida Office of Insurance Regulation (“FLOIR”). The Insurance Entities are also subject to regulations and standards of regulatory authorities in other states where they are licensed, although as Florida-domiciled insurers, their principal regulatory authority is the FLOIR. These standards and regulations include a requirement that the Insurance Entities maintain specified levels of statutory capital and restrict the timing and amount of dividends and other distributions that may be paid by the Insurance Entities to the parent company. Except in the case of extraordinary dividends, these standards generally permit dividends to be paid from statutory unassigned funds of the regulated insurance company subsidiary and are limited based on the subsidiary insurer’s level of statutory net income and statutory capital and surplus. The maximum dividend that may be paid by the Insurance Entities to their immediate parent company, Protection Solutions, Inc. (“PSI”), without prior regulatory approval is limited by the provisions of the Florida Insurance Code. These dividends are referred to as “ordinary dividends.” However, if the dividend, together with other dividends paid within the preceding 12 months, exceeds this statutory limit or is paid from sources other than earned surplus, the entire dividend is generally considered an “extraordinary dividend” and must receive prior regulatory approval.

In accordance with Florida Insurance Code and based on the calculations performed by the Company as of June 30, 2025, UPCIC and APPCIC currently are not able to pay any ordinary dividends for the six months ended June 30, 2025. For the six months ended June 30, 2025 and 2024, no dividends were paid from the Insurance Entities to PSI.

The Florida Insurance Code requires a residential property insurance company to maintain statutory surplus as to policyholders of at least \$15.0 million or ten percent of the insurer’s total liabilities, whichever is greater. The following table presents the amount of capital and surplus calculated in accordance with statutory accounting principles, which differs from GAAP, and an amount representing ten percent of total liabilities for each of the Insurance Entities as of the dates presented (in thousands):

|                                  | June 30, 2025 | December 31, 2024 |
|----------------------------------|---------------|-------------------|
| Statutory capital and surplus    |               |                   |
| UPCIC                            | \$ 417,715    | \$ 385,530        |
| APPCIC                           | \$ 29,195     | \$ 27,985         |
| Ten percent of total liabilities |               |                   |
| UPCIC                            | \$ 181,530    | \$ 161,438        |
| APPCIC                           | \$ 3,077      | \$ 3,179          |

As of the dates in the table above, the Insurance Entities each exceeded the minimum statutory capitalization requirement. The Insurance Entities also met the capitalization requirements of the other states in which they are licensed as of June 30, 2025.

The following table summarizes combined net income (loss) for the Insurance Entities determined in accordance with statutory accounting practices for the periods presented (in thousands):

|                            | Three Months Ended June 30, 2025 |           | Six Months Ended June 30, |           |
|----------------------------|----------------------------------|-----------|---------------------------|-----------|
|                            | 2025                             | 2024      | 2025                      | 2024      |
| Combined net income (loss) | \$ 55,186                        | \$ 16,982 | \$ 46,944                 | \$ 14,328 |

The Insurance Entities must annually meet NAIC risk-based capital (“RBC”) requirements, which measure the appropriate capital level considering the company’s size and risk profile. Regulators use RBC to determine actions for insurers in weak or deteriorating conditions. Based on their annual reports, each Insurance Entity reported a surplus as regards to policyholders that are above the RBC requirements as of December 31, 2024.

The Insurance Entities are required by various state laws and regulations to maintain certain assets in depository accounts. The following table represents assets held by insurance regulators as of the dates presented (in thousands):

|                                      | June 30, 2025   | December 31, 2024 |
|--------------------------------------|-----------------|-------------------|
| Restricted cash and cash equivalents |                 |                   |
| Florida                              | \$ 1,800        | \$ 1,800          |
| Georgia                              | 35              | 35                |
| North Carolina                       | 800             | 800               |
| Total                                | <u>\$ 2,635</u> | <u>\$ 2,635</u>   |
| Investments                          |                 |                   |
| Hawaii                               | \$ 2,935        | \$ 2,853          |
| Massachusetts                        | 130             | 127               |
| South Carolina                       | 140             | 137               |
| Virginia                             | 335             | 328               |
| Total                                | <u>\$ 3,540</u> | <u>\$ 3,445</u>   |

In addition, the Company has restricted cash on deposit with its variable interest entity. See “—Note 14 (Variable Interest Entities)” for a discussion of restricted cash held in a trust account.

#### NOTE 6 – LIABILITY FOR UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES

Set forth in the following table is the change in liability for unpaid losses and LAE for the periods presented (in thousands):

|                                    | Three Months Ended<br>June 30, |                   | Six Months Ended<br>June 30, |                   |
|------------------------------------|--------------------------------|-------------------|------------------------------|-------------------|
|                                    | 2025                           | 2024              | 2025                         | 2024              |
| Balance at beginning of period     | \$ 893,677                     | \$ 429,629        | \$ 959,291                   | \$ 510,117        |
| Less: Reinsurance recoverables     | (433,670)                      | (101,036)         | (561,936)                    | (183,435)         |
| Net balance at beginning of period | <u>460,007</u>                 | <u>328,593</u>    | <u>397,355</u>               | <u>326,682</u>    |
| Incurred related to:               |                                |                   |                              |                   |
| Current year                       | 260,234                        | 243,572           | 510,789                      | 483,759           |
| Prior years                        | 71                             | —                 | 71                           | —                 |
| Total incurred                     | <u>260,305</u>                 | <u>243,572</u>    | <u>510,860</u>               | <u>483,759</u>    |
| Paid related to:                   |                                |                   |                              |                   |
| Current year                       | 143,875                        | 151,587           | 208,310                      | 247,921           |
| Prior years                        | 147,209                        | 109,051           | 270,677                      | 250,993           |
| Total paid                         | <u>291,084</u>                 | <u>260,638</u>    | <u>478,987</u>               | <u>498,914</u>    |
| Net balance at end of period       | <u>429,228</u>                 | <u>311,527</u>    | <u>429,228</u>               | <u>311,527</u>    |
| Plus: Reinsurance recoverables     | <u>336,627</u>                 | <u>33,121</u>     | <u>336,627</u>               | <u>33,121</u>     |
| Balance at end of period           | <u>\$ 765,855</u>              | <u>\$ 344,648</u> | <u>\$ 765,855</u>            | <u>\$ 344,648</u> |

During the six months ended June 30, 2025, the liability for unpaid losses and loss adjustment expenses, prior to reinsurance, decreased by \$193.4 million from \$959.3 million as of December 31, 2024 to \$765.9 million as of June 30, 2025. The decrease was principally the result of the settlement of Hurricane Ian claims, claims from other prior hurricanes and claims from prior accident years.

During the three and six months ending June 30, 2025, there was \$71 thousand of prior year development, compared to no net prior year development during 2024. This prior year development was associated with increases in net losses and LAE for prior year catastrophe events.

## NOTE 7 – LONG-TERM DEBT

Long-term debt consists of the following as of the dates presented (in thousands):

|                                       | June 30,<br>2025 | December 31,<br>2024 |
|---------------------------------------|------------------|----------------------|
| Surplus note                          | \$ 1,838         | \$ 2,573             |
| 5.625% Senior unsecured notes         | 100,000          | 100,000              |
| Total principal amount                | 101,838          | 102,573              |
| Less: unamortized debt issuance costs | (976)            | (1,330)              |
| Total long-term debt, net             | \$ 100,862       | \$ 101,243           |

### *Surplus Note*

On November 9, 2006, UPCIC entered into a \$25.0 million surplus note with the State Board of Administration of Florida (the “SBA”) under Florida’s Insurance Capital Build-Up Incentive Program (the “ICBUI”). The surplus note has a 20-year term and accrues interest, adjusted quarterly based on the 10-year Constant Maturity Treasury Index. The carrying amount of the surplus note is included in the statutory capital and surplus of UPCIC. UPCIC was in compliance with the terms of the surplus note as of June 30, 2025.

### *Senior Unsecured Notes*

On November 23, 2021, the Company entered into Note Purchase Agreements with certain institutional accredited investors and qualified institutional buyers pursuant to which the Company issued and sold \$100.0 million of 5.625% Senior Unsecured Notes due 2026 (the “Notes”). The Note Purchase Agreements contain certain customary representations, warranties and covenants made by the Company.

The Notes were offered and sold by the Company in a private placement transaction in reliance on exemptions from the registration requirements of the Securities Act of 1933, as amended. On March 24, 2022, the Registration Statement registering the exchange of Notes for registered Notes was declared effective by the Securities and Exchange Commission, and all of the Notes have since been exchanged for registered Notes with identical financial terms.

The Notes are senior unsecured debt obligations that bear interest at the rate of 5.625% per annum, payable semi-annually in arrears on May 30<sup>th</sup> and November 30<sup>th</sup> of each year, beginning on May 30, 2022. The Notes are subject to adjustment from time to time in the event of a downgrade or subsequent upgrade of the rating assigned to the Notes. The Notes mature on November 30, 2026 at which time the entire \$100.0 million of principal is due and payable. At any time on or after November 30, 2023, the Company may redeem all or part of the Notes at redemption prices (expressed as percentages of the principal amount) equal to (i) 102.81250% for the twelve-month period beginning on November 30, 2023; (ii) 101.40625% for the twelve-month period beginning on November 30, 2024 and (iii) 100.0% at any time thereafter, plus accrued and unpaid interest up to, but not including the redemption date.

On November 23, 2021, the Company entered into an indenture, relating to the issuance of the Notes (the “Indenture”), with UMB Bank National Association, as trustee. The Notes are not subject to any sinking fund and are not convertible or exchangeable, other than pursuant to the exchange that was completed as referenced above, for any other securities or assets of the Company or any of its subsidiaries. The Notes are not subject to redemption at the option of the holder. The indenture governing the Notes contains financial covenants, terms, events of default and related cure provisions that are customary in agreements used in connection with similar transactions. As of June 30, 2025, the Company was in compliance with all applicable covenants, including financial covenants.

The Notes are unsecured senior obligations of the Company, are not obligations of, and are not guaranteed by, any subsidiary of the Company. The Notes rank equally in right of payment to the Unsecured Revolving Loan described below.

### *Unsecured Revolving Loan*

On May 30, 2025, the Company entered into a committed and unsecured \$50.0 million revolving credit line with JP Morgan Chase Bank, N.A. This agreement succeeded the previous \$50.0 million revolving credit line with J.P. Morgan Chase, N.A., entered into on May 31, 2024. As of June 30, 2025, the Company has not borrowed any amount under this unsecured revolving loan. The Company must pay an annual commitment of 0.50% of the unused portion of the commitment. Borrowings mature on May 29, 2026, 364 days after the inception date and carry an interest rate of prime rate plus a margin of 2.0% on borrowings. The credit line is subject to annual renewals. The credit line contains customary financial and other covenants, with which the Company is in compliance.

### Interest Expense

The following table provides interest expense related to long-term debt during the periods presented (in thousands):

|                               | Three Months Ended<br>June 30, |          | Six Months Ended<br>June 30, |          |
|-------------------------------|--------------------------------|----------|------------------------------|----------|
|                               | 2025                           | 2024     | 2025                         | 2024     |
| Interest Expense:             |                                |          |                              |          |
| Surplus note                  | \$ 24                          | \$ 39    | \$ 53                        | \$ 78    |
| 5.625% Senior unsecured notes | 1,407                          | 1,407    | 2,813                        | 2,813    |
| Non-cash expense (1)          | 177                            | 177      | 354                          | 354      |
| Total                         | \$ 1,608                       | \$ 1,623 | \$ 3,220                     | \$ 3,245 |

(1) Represents amortization of debt issuance costs.

### NOTE 8 – STOCKHOLDERS’ EQUITY

From time to time, the Company’s Board of Directors may authorize share repurchase programs under which the Company may repurchase shares of the Company’s common stock in the open market. The following table presents repurchases of the Company’s common stock for the periods presented (in thousands, except total number of shares repurchased and per share data):

| Date Authorized | Expiration Date | Dollar Amount<br>Authorized | Total Number of Shares<br>Repurchased During the<br>Six Months Ended June 30, |         | Aggregate<br>Purchase<br>Price | Average<br>Price Per<br>Share<br>Repurchased | Plan<br>Completed or<br>Expired |
|-----------------|-----------------|-----------------------------|---|---------|--------------------------------|--|---------------------------------|
|                 |                 |                             | 2025  | 2024    |                                |  |                                 |
| May 1, 2025     | May 1, 2027     | \$ 20,000                   | 180,818   | —       | \$ 4,811                       | \$ 26.61                                     |                                 |
| March 11, 2024  | March 11, 2026  | \$ 20,000                   | 106,189   | —       | \$ 2,586                       | \$ 24.35                                     | May 2025                        |
| March 11, 2024  | March 11, 2026  | \$ 20,000                   | —   | 274,608 | \$ 5,348                       | \$ 19.47                                     | May 2025                        |
| June 12, 2023   | June 10, 2025   | \$ 20,000                   | —   | 207,722 | \$ 4,133                       | \$ 19.90                                     | March 2024                      |

See the “Condensed Consolidated Statements of Stockholders’ Equity” for a roll-forward of treasury shares.

### NOTE 9 – INCOME TAXES

The realization of deferred tax assets is dependent upon the generation of sufficient taxable income in future periods. The Company assesses its ability to realize the deferred tax assets on a quarterly basis, and it establishes a valuation allowance if it is more likely than not that some portion of the deferred tax assets will not be realized. The Company weighs all available positive and negative evidence, including its earnings history and results of recent operations, scheduled reversals of deferred tax liabilities, projected future taxable income, and tax planning strategies. As of June 30, 2025, we determined that we did not need a valuation allowance on our gross deferred tax assets.

For the three and six months ended June 30, 2025, there was no current reporting period activity recorded in the operating statement or the balance sheet related to uncertain tax positions.

The effective tax rate for the three months ended June 30, 2025 was 24.3% compared to 26.1% for the three months ended June 30, 2024. The effective tax rate for the six months ended June 30, 2025 was 24.9% compared to 27.6% for the same period last year. The provision for income taxes differed from the statutory rate as follows:

|  | Three Months Ended<br>June 30, |        | Six Months Ended<br>June 30, |        |
|--|--------------------------------|--------|------------------------------|--------|
|  | 2025                           | 2024   | 2025                         | 2024   |
| Expected provision at federal statutory tax rate | 21.0 %                         | 21.0 % | 21.0 %                       | 21.0 % |
| Increases (decrease) resulting from:             |                                |        |                              |        |
| State income tax, net of federal tax benefit     | 2.6 %                          | 3.3 %  | 2.7 %                        | 3.5 %  |
| Disallowed compensation                          | 0.9 %                          | 1.3 %  | 1.2 %                        | 1.3 %  |
| Equity compensation shortfall (excess)           | (0.1)%                         | — %    | (0.1)%                       | 1.7 %  |
| Nondeductible expenses                           | 0.1 %                          | 0.7 %  | 0.2 %                        | 0.3 %  |
| Dividend received deduction                      | (0.2)%                         | (0.2)% | (0.2)%                       | (0.2)% |
| Other, net                                       | — %                            | — %    | 0.1 %                        | — %    |
| Total income tax expense (benefit)               | 24.3 %                         | 26.1 % | 24.9 %                       | 27.6 % |

#### NOTE 10 – EARNINGS (LOSS) PER SHARE

Basic earnings (loss) per share (“EPS”) is computed based on the weighted average number of common shares outstanding for the period, excluding any dilutive common share equivalents. Diluted EPS reflects the potential dilution resulting from the impact of common shares issuable upon the exercise of stock options, non-vested performance share units, non-vested restricted stock units, non-vested restricted stock, and conversion of preferred stock. In loss periods, the impact of common shares issuable upon the exercises of stock options, non-vested performance share units, non-vested restricted stock units, non-vested restricted stock, and conversion of preferred stock are excluded from the calculation of diluted loss per share, as the inclusion of common shares issuable upon the exercise of stock options, non-vested performance share units, non-vested restricted stock units, non-vested restricted stocks, and conversion of preferred stock would have an anti-dilutive effect.

The following table reconciles the numerator (i.e., income) and denominator (i.e., shares) of the basic and diluted earnings (loss) per share computations for the periods presented (in thousands, except per share data):

|  | Three Months Ended<br>June 30, |           | Six Months Ended<br>June 30, |           |
|--|--------------------------------|-----------|------------------------------|-----------|
|  | 2025                           | 2024      | 2025                         | 2024      |
| <b>Numerator for EPS:</b>                                |                                |           |                              |           |
| Net income (loss)  | \$ 35,093                      | \$ 35,416 | \$ 76,532                    | \$ 69,073 |
| Less: Preferred stock dividends                          | (2)                            | (2)       | (5)                          | (5)       |
| Income (loss) available to common stockholders           | \$ 35,091                      | \$ 35,414 | \$ 76,527                    | \$ 69,068 |
| <b>Denominator for EPS:</b>                              |                                |           |                              |           |
| Weighted average common shares outstanding               | 27,972                         | 28,600    | 28,066                       | 28,734    |
| Plus: Assumed conversion of share-based compensation (1) | 1,075                          | 683       | 886                          | 610       |
| Assumed conversion of preferred stock                    | 25                             | 25        | 25                           | 25        |
| Weighted average diluted common shares outstanding       | 29,072                         | 29,308    | 28,977                       | 29,369    |
| Basic earnings (loss) per common share                   | \$ 1.25                        | \$ 1.24   | \$ 2.73                      | \$ 2.40   |
| Diluted earnings (loss) per common share                 | \$ 1.21                        | \$ 1.21   | \$ 2.64                      | \$ 2.35   |

(1)

Represents the dilutive effect of common shares issuable upon the exercise of stock options, non-vested performance share units, non-vested restricted stock units and non-vested restricted stock.

#### NOTE 11 – OTHER COMPREHENSIVE INCOME (LOSS)

The following table provides the components of other comprehensive income (loss) on a pre-tax and after-tax basis for the periods presented (in thousands):

|   | Three Months Ended June 30, |                 |                  |                 |               |               |
|---|-----------------------------|-----------------|------------------|-----------------|---------------|---------------|
|   | 2025                        |                 |                  | 2024            |               |               |
|   | Pre-tax                     | Tax             | After-tax        | Pre-tax         | Tax           | After-tax     |
| Net changes related to available-for-sale securities:                               |                             |                 |                  |                 |               |               |
| Unrealized holding gains (losses) arising during the period                         | \$ 13,329                   | \$ 3,272        | \$ 10,057        | \$ 1,395        | \$ 344        | \$ 1,051      |
| Less: Reclassification adjustments for (gains) losses realized in net income (loss) | 309                         | 76              | 233              | (73)            | (18)          | (55)          |
| Other comprehensive income (loss)   | <u>\$ 13,638</u>            | <u>\$ 3,348</u> | <u>\$ 10,290</u> | <u>\$ 1,322</u> | <u>\$ 326</u> | <u>\$ 996</u> |

|   | Six Months Ended June 30, |                 |                  |                   |                 |                   |
|---|---------------------------|-----------------|------------------|-------------------|-----------------|-------------------|
|   | 2025                      |                 |                  | 2024              |                 |                   |
|   | Pre-tax                   | Tax             | After-tax        | Pre-tax           | Tax             | After-tax         |
| Net changes related to available-for-sale securities:                               |                           |                 |                  |                   |                 |                   |
| Unrealized holding gains (losses) arising during the period                         | \$ 29,344                 | \$ 7,204        | \$ 22,140        | \$ (2,047)        | \$ (504)        | \$ (1,543)        |
| Less: Reclassification adjustments for (gains) losses realized in net income (loss) | 323                       | 79              | 244              | (4)               | (1)             | (3)               |
| Other comprehensive income (loss)   | <u>\$ 29,667</u>          | <u>\$ 7,283</u> | <u>\$ 22,384</u> | <u>\$ (2,051)</u> | <u>\$ (505)</u> | <u>\$ (1,546)</u> |

The following table provides the reclassification adjustments for gains (losses) out of accumulated other comprehensive income (loss) for the periods presented (in thousands):

| Details about Accumulated<br>Other Comprehensive<br>Income (Loss) Components | Amount Reclassified from Accumulated<br>Other Comprehensive Income (Loss) |       |                              |      | Affected Line Item in the Statement<br>Where Net<br>Income is Presented |
|--|---|-------|------------------------------|------|---|
|  | Three Months Ended<br>June 30,  |       | Six Months Ended<br>June 30, |      |   |
|  | 2025  | 2024  | 2025                         | 2024 |   |
| Unrealized gains (losses) on available-for-sale debt securities              | \$ 309  | \$ 73 | \$ 323                       | \$ 4 | Net realized gains (losses) on sale on investments                      |
| Related tax (expense) benefit  | (76)  | (18)  | (79)                         | (1)  | Income tax expense (benefit)  |
| Total reclassification for the period  | \$ 233  | \$ 55 | \$ 244                       | \$ 3 | Net of tax  |

## NOTE 12 – COMMITMENTS AND CONTINGENCIES

### *Obligations under Multi-Year Reinsurance Contracts*

The Company purchases reinsurance coverage to protect its capital and to limit its losses when certain major events occur. The Company's reinsurance commitments generally run from June 1<sup>st</sup> of the current year to May 31<sup>st</sup> of the following year. Certain of the Company's reinsurance agreements are for periods longer than one year. Amounts payable for coverage during the current June 1<sup>st</sup> to May 31<sup>st</sup> contract period are recorded as "Reinsurance Payable, net" in the Condensed Consolidated Balance Sheet. Multi-year contract commitments for future years will be recorded at the commencement of the coverage period. Amounts payable for future reinsurance contract years that the Company is obligated to pay are: (1) \$89.1 million in 2026; (2) \$153.5 million in 2027; and (3) \$64.5 million in 2028.

### *Litigation*

Lawsuits and other legal proceedings are filed against the Company from time to time. These legal matters typically include civil and administrative or regulatory considerations for which the Company obtains internal or third-party legal or other assistance to provide guidance, and when applicable, to represent and protect the Company's interest.

Many of these legal proceedings involve disputes as to coverage or the scope and amount of damage arising from direct claims or recoveries from assigned claims under contracts or policies that the Company underwrites. The Company establishes reserves for its anticipated claims obligations net of expected reinsurance. From time to time, the Company is also involved in various other legal proceedings unrelated to claims disputes. The Company contests liability and/or the amount of damages as it considers appropriate according to the facts and circumstances of each matter.



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In accordance with applicable accounting guidance, the Company establishes an accrued liability for legal matters when those matters present loss contingencies that are both probable and estimable.

Legal proceedings are subject to many factors that cannot be predicted with certainty, and the Company may be exposed to losses in excess of any amounts accrued. The Company currently estimates that the reasonably possible losses for legal proceedings, whether in excess of a related accrued liability, including reserves, or where there is no accrued liability, and for which the Company is able to estimate a possible loss, are immaterial. This represents management's estimate of possible loss with respect to these matters and is based on currently available information. These estimates of possible loss do not represent our maximum loss exposure, and actual results may vary significantly from current estimates.

### **NOTE 13 – FAIR VALUE MEASUREMENTS**

GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. GAAP describes three approaches to measuring the fair value of assets and liabilities: the market approach, the income approach and the cost approach. Each approach includes multiple valuation techniques. GAAP does not prescribe which valuation technique should be used when measuring fair value, but does establish a fair value hierarchy that prioritizes the inputs used in applying the various techniques. Inputs broadly refer to the assumptions that market participants use to make pricing decisions, including assumptions about risk. Level 1 inputs are given the highest priority in the hierarchy while Level 3 inputs are given the lowest priority. Assets and liabilities carried at fair value are classified in one of the following three categories based on the nature of the inputs to the valuation technique used:

- Level 1 — Observable inputs that reflect unadjusted quoted prices for identical assets or liabilities in active markets as of the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2 — Observable market-based inputs or unobservable inputs that are corroborated by market data.
- Level 3 — Unobservable inputs that are not corroborated by market data. These inputs reflect management's best estimate of fair value using its own assumptions about the assumptions a market participant would use in pricing the asset or liability.

#### *Summary of Significant Valuation Techniques for Assets Measured at Fair Value on a Recurring Basis*

##### Level 1

*Common stock:* Comprise actively traded, exchange-listed U.S. and international equity securities. Valuation is based on unadjusted quoted prices for identical assets in active markets that the Company can access.

*Mutual funds:* Comprise actively traded funds. Valuation is based on daily quoted net asset values for identical assets in active markets that the Company can access.

##### Level 2

*U.S. government obligations and agencies:* Comprise U.S. Treasury Bills or Notes or U.S. Treasury Inflation Protected Securities. The primary inputs to the valuation include quoted prices for identical assets in inactive markets or similar assets in active or inactive markets, contractual cash flows, benchmark yields and credit spreads.

*Corporate bonds:* Comprise investment-grade debt securities. The primary inputs to the valuation include quoted prices for identical assets in inactive markets or similar assets in active or inactive markets, contractual cash flows, benchmark yields and credit spreads.

*Mortgage-backed and asset-backed securities:* Comprise securities that are collateralized by mortgage obligations and other assets. The primary inputs to the valuation include quoted prices for identical assets in inactive markets or similar assets in active or inactive markets, contractual cash flows, benchmark yields, collateral performance and credit spreads.

*Municipal bonds:* Comprise debt securities issued by a state, municipality, or county. The primary inputs to the valuation include quoted prices for identical assets in inactive markets or similar assets in active or inactive markets, contractual cash flows, benchmark yields and credit spreads.

*Redeemable preferred stock:* Comprise preferred stock securities that are redeemable. The primary inputs to the valuation include quoted prices for identical or similar assets in markets that are not active.

##### Level 3

*Other investments in private equity funds:* Comprise of passive interest in non-marketable private equity fund securities. The primary inputs to the valuation include the cost basis of consideration tendered for the investments, the Trailing-Twelve Month (TTM) EBITDA, and TTM EBITDA Multiple.

As required by GAAP, assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment, and may affect the placement of the asset or liability within the fair value hierarchy levels.

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The following tables set forth by level within the fair value hierarchy the Company's assets measured at fair value on a recurring basis as of the dates presented (in thousands):

|   | Fair Value Measurements |              |         |              |
|---|-------------------------|--------------|---------|--------------|
|   | As of June 30, 2025     |              |         |              |
|   | Level 1                 | Level 2      | Level 3 | Total        |
| <b>Available-For-Sale Debt Securities:</b>  |                         |              |         |              |
| U.S. government obligations and agencies  | \$ —                    | \$ 24,189    | \$ —    | \$ 24,189    |
| Corporate bonds   | —                       | 949,653      | —       | 949,653      |
| Mortgage-backed and asset-backed securities   | —                       | 397,272      | —       | 397,272      |
| Municipal bonds   | —                       | 14,769       | —       | 14,769       |
| Redeemable preferred stock  | —                       | 9,146        | —       | 9,146        |
| <b>Equity Securities:</b>   |                         |              |         |              |
| Common stock  | 32,242                  | —            | —       | 32,242       |
| Mutual funds  | 60,624                  | —            | —       | 60,624       |
| Total assets accounted for at fair value  | \$ 92,866               | \$ 1,395,029 | \$ —    | \$ 1,487,895 |
| Assets carried at NAV, which approximates fair value and which are not categorized within the fair value hierarchy, reported as of: |                         |              |         |              |
| Investment in Private Equity Limited Partnerships   |                         |              |         | \$ 3,932     |
| Total assets at fair value  |                         |              |         | \$ 1,491,827 |

|   | Fair Value Measurements |              |           |              |
|---|-------------------------|--------------|-----------|--------------|
|   | As of December 31, 2024 |              |           |              |
|   | Level 1                 | Level 2      | Level 3   | Total        |
| <b>Available-For-Sale Debt Securities:</b>  |                         |              |           |              |
| U.S. government obligations and agencies  | \$ —                    | \$ 19,747    | \$ —      | \$ 19,747    |
| Corporate bonds   | —                       | 868,948      | —         | 868,948      |
| Mortgage-backed and asset-backed securities   | —                       | 357,030      | —         | 357,030      |
| Municipal bonds   | —                       | 14,354       | —         | 14,354       |
| Redeemable preferred stock  | —                       | 9,000        | —         | 9,000        |
| <b>Equity Securities:</b>   |                         |              |           |              |
| Common stock  | 14,409                  | —            | —         | 14,409       |
| Mutual funds  | 63,343                  | —            | —         | 63,343       |
| Investment in Private Equity Limited Partnership  | —                       | —            | 12,202    | 12,202       |
| Total assets accounted for at fair value  | \$ 77,752               | \$ 1,269,079 | \$ 12,202 | \$ 1,359,033 |
| Assets carried at NAV, which approximates fair value and which are not categorized within the fair value hierarchy, reported as of: |                         |              |           |              |
| Investment in Private Equity Limited Partnerships   |                         |              |           | \$ 3,921     |
| Total assets at fair value  |                         |              |           | \$ 1,362,954 |

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The table below is a reconciliation of the change in Level 3 assets with recurring fair value measurements for the reported period:

|                                     | Assets Reported at Fair Value |
|-------------------------------------|-------------------------------|
| Balance as of December 31, 2024     | \$ 12,202                     |
| Change in unrealized gains (losses) | (7,408)                       |
| Realized gains (losses)             | 6,669                         |
| Sale of investment                  | (11,463)                      |
| Balance as of June 30, 2025         | \$ —                          |

The following table summarizes quantitative information related to the significant unobservable inputs for Level 3 investments, which were carried at fair value as of the dates presented (in thousands):

|  | Fair Value as of: |                   | Valuation       | Unobservable Input                    | Weighted Average | Range   |         |
|--|-------------------|-------------------|-----------------|---------------------------------------|------------------|---------|---------|
|  | June 30, 2025     | December 31, 2024 | Methodology     |                                       | Mean             | Minimum | Maximum |
| <b>Assets:</b>                                   |                   |                   |                 |                                       |                  |         |         |
| Investment in Private Equity Limited Partnership | \$ —              | \$ 12,202         | Market Approach | Trailing Twelve Month EBITDA Multiple | 5.8x             | 5.3x    | 7.0x    |

These estimates may be subjective in nature and involve uncertainties and matters of significant judgment and, therefore, cannot be determined with precision.

The Company utilizes third-party independent pricing services that provide a price quote for each available-for-sale debt security and equity security. Management reviews the methodology used by the pricing services. If management believes that the price used by the pricing service does not reflect an orderly transaction between participants, management will use an alternative valuation methodology. There were no adjustments made by the Company to the prices obtained from the independent pricing source for any security included in the tables above. The Company elected the fair value option because it allowed the investment to be valued based on current market conditions.

Additionally, the timing of the delivery of the fund's financial statements and financial information is on a three-month lag which results in a three-month delay in the recognition of our share of the limited partnership's earnings or losses. Effective in 2024, as this is the best information available, it will be used as an estimate for the fair value at our reporting dates, unless conditions have changed significantly in the economy or securities markets. In such a case, we will adjust our estimate with the assistance from the general partner.

The following table summarizes the carrying value and estimated fair values of the Company's financial instruments not carried at fair value as of the dates presented (in thousands):

|                                   | As of June 30, 2025 |                      | As of December 31, 2024 |                      |
|-----------------------------------|---------------------|----------------------|-------------------------|----------------------|
|                                   | Carrying Value      | Estimated Fair Value | Carrying Value          | Estimated Fair Value |
| <b>Liabilities (debt):</b>        |                     |                      |                         |                      |
| Surplus note (1)                  | \$ 1,838            | \$ 1,782             | \$ 2,573                | \$ 2,481             |
| 5.625% Senior unsecured notes (2) | 100,000             | 99,413               | 100,000                 | 99,086               |
| Total debt                        | \$ 101,838          | \$ 101,195           | \$ 102,573              | \$ 101,567           |

(1) The fair value of the surplus note was determined by management from the expected cash flows discounted using the interest rate quoted by the holder. The SBA is the holder of the surplus note and the quoted interest rate is below prevailing rates quoted by private lending institutions. However, as the Company's use of funds from the surplus note is limited by the terms of the agreement, the Company has determined the interest rate quoted by the SBA to be appropriate for the purpose of establishing the fair value of the note (Level 2).

(2) The fair value of the senior unsecured notes was determined based on pricing from quoted prices for similar assets in active markets and was included as Level 2.

#### NOTE 14 – VARIABLE INTEREST ENTITIES

The Company has established a captive reinsurance arrangement to provide the Insurance Entities with catastrophe reinsurance protection. This annual contract has been in effect since 2020. The Company engages Mangrove Risk Solutions Bermuda Ltd. (formerly known as Isosceles Insurance Ltd.) acting in respect of “Separate Account UVE-01,” as its captive reinsurance provider. This entity is considered a variable interest entity (“VIE”) in the normal course of business, and the Company consolidates the VIE as the Company is the primary beneficiary. Further details regarding the methodology and significant inputs used to evaluate the consolidation of a VIE can be found in “Part II, Item 8—Note 2 (Summary of Significant Accounting Policies)” of our Annual Report on Form 10-K for the year ended December 31, 2024.

The Company has used the VIE to provide certain reinsurance coverage to the Insurance Entities (UPCIC and APPCIC). In 2025, the Insurance Entities entered into a reinsurance transaction whereby the VIE provided catastrophe reinsurance protection to the Insurance Entities for the period of June 1, 2025 through May 31, 2026.

In 2024, the Insurance Entities entered into a reinsurance transaction whereby the VIE provided catastrophe reinsurance protection to the Insurance Entities for the period of June 1, 2024 through May 31, 2025. On September 26, 2024, Hurricane Helene made landfall in the Big Bend area of the Florida Gulf Coast, triggering a full policy limit loss, totaling \$66.0 million, issued by the VIE to the Insurance Entities. Amounts due under the policy were fully paid in October 2024 to the Insurance Entities.

The following table presents, on a consolidated basis, the balance sheet classification and exposure of restricted cash held in a reinsurance trust account, which can be used only to settle specific reinsurance obligations of the VIE as of the dates presented (in thousands):

|                                      | As of         |                   |
|--------------------------------------|---------------|-------------------|
|                                      | June 30, 2025 | December 31, 2024 |
| Restricted cash and cash equivalents | \$ 66,000     | \$ —              |

#### NOTE 15 – SEGMENT INFORMATION

The Company is a holding company that offers homeowners insurance policies to clients in states where it is properly licensed and authorized to operate. The Company and its subsidiaries operate as an integrated business, functioning under a single segment. This approach encompasses the Company’s management strategy, internal organizational structure, and decision-making processes. The Company’s Chief Executive Officer (CEO) is the Chief Operating Decision Maker (CODM) and evaluates the entire business as a unified entity for resource allocation and performance assessment. The accounting policies of the single segment are the same as those described in “Part II—Item 8—Note 2 (Summary of Significant Accounting Policies)” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024.

The key measures of segment profit or loss that the CODM uses to allocate resources and assess performance are the Company’s consolidated net income and earnings per share, as reported on the Condensed Consolidated Statements of Operations. Revenues reported in the Condensed Consolidated Statements of Operations are from external customers. All expense categories on the Condensed Consolidated Statements of Operations are significant and there are no other significant segment expenses that would require disclosure. Assets provided to the CODM are consistent with those reported on the Condensed Consolidated Balance Sheets.

Information related to the Company’s products and services and geographical distribution of revenues is disclosed in “—Note 1 (Nature of Operations and Basis of Presentation)”.

#### NOTE 16 – SUBSEQUENT EVENTS

The Company conducted an evaluation of subsequent events up to the date the financial statements were issued. It determined that there were no recognized or unrecognized subsequent events requiring adjustment or additional disclosure in the condensed consolidated financial statements as of June 30, 2025, except as noted below.

On July 9, 2025, the Company declared a quarterly cash dividend of \$0.16 per share of common stock and \$0.25 per share of preferred stock payable August 8, 2025, to shareholders of record on August 1, 2025.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Unless the context otherwise requires, all references to "we," "us," "our," and "Company" refer to Universal Insurance Holdings, Inc. ("UVE") and its wholly-owned subsidiaries. You should read the following discussion together with our unaudited condensed consolidated financial statements ("Financial Statements") and the related notes thereto included in "Part I, Item 1—Financial Statements," and our audited condensed consolidated financial statements and the related notes thereto included in "Part II, Item 8—Financial Statements and Supplementary Data" in our Annual Report on Form 10-K for the year ended December 31, 2024. Operating results for any one quarter are not necessarily indicative of results to be expected for any quarter or for the year.

### Cautionary Note Regarding Forward-Looking Statements

In addition to historical information, this report may contain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The forward-looking statements anticipate results based on our estimates, assumptions and plans that are subject to uncertainty. These forward-looking statements may be identified by their use of words like "plans," "seeks," "expects," "will," "should," "anticipates," "estimates," "intends," "believes," "likely," "targets," and other words with similar meanings. These statements may address, among other things, our strategy for growth, catastrophe exposure and other risk management, product development, investment results, regulatory approvals, market position, expenses, financial results, litigation and reserves. We believe that these statements are based on reasonable estimates, assumptions and plans. However, if the estimates, assumptions or plans underlying the forward-looking statements prove inaccurate or if other risks or uncertainties arise, actual results could differ materially from those communicated in these forward-looking statements. A detailed discussion of the risks and uncertainties that could cause actual results and events to differ materially from such forward-looking statements is set forth below, which are a summary of those in the section titled "Risk Factors" (Part I, Item 1A) of our Annual Report on Form 10-K for the year ended December 31, 2024. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events, or otherwise.

Risks and uncertainties that may affect, or have affected, our financial condition and operating results include, but are not limited to, the following:

- As a property and casualty insurer, we may face significant losses, and our financial results may vary from period to period, due to exposure to catastrophic events and severe weather conditions, the frequency and severity of which could be affected by climate change.
- Because we conduct the majority of our business in Florida, our financial results are affected by the regulatory, economic, and weather conditions in Florida.
- Actual claims incurred have exceeded, and in the future may exceed, reserves established for claims, adversely affecting our operating results and financial condition.
- If we fail to adequately price the risks we underwrite, or if emerging trends outpace our ability to adjust prices timely, or if we lose desirable exposures to competitors by overpricing our risks, we may experience underwriting losses depleting surplus at the Insurance Entities and capital at the holding company.
- Unanticipated increases in the severity or frequency of claims adversely affect our profitability and financial condition.
- The failure of the risk mitigation strategies we utilize could have a material adverse effect on our financial condition or results of operations.
- Pandemics, including COVID-19 and other outbreaks of disease, could impact our business, financial results, and growth.
- Because we rely on independent insurance agents, the loss of these independent agent relationships and the business they control or our ability to attract new independent agents could have an adverse impact on our business.
- We rely on models as a tool to evaluate risk, and those models are inherently uncertain and may not accurately predict existing or future losses.
- Reinsurance may be unavailable in the future at reasonable levels and prices or on reasonable terms, which may limit our ability to write new business or to adequately mitigate our exposure to loss.
- Reinsurance subjects us to the credit risk of our reinsurers, which could have a material adverse effect on our operating results and financial condition.
- Our financial condition and operating results are subject to the cyclical nature of the property and casualty insurance business.
- We have entered new markets and expect that we will continue to do so, but there can be no assurance that our diversification and growth strategy will be effective.

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- *Our success depends, in part, on our ability to attract and retain talented employees, and the loss of any one of our key personnel could adversely impact our operations.*
- *We could be adversely affected if our controls designed to ensure compliance with guidelines, policies and legal and regulatory standards are not effective.*
- *The failure of our claims professionals to effectively manage claims could adversely affect our insurance business and financial results.*
- *Litigation or regulatory actions could result in material settlements, judgments, fines, or penalties and consequently have a material adverse impact on our financial condition and reputation.*
- *Our future results are dependent in part on our ability to successfully operate in a highly competitive insurance industry.*
- *A downgrade in our financial strength or stability ratings may have an adverse effect on our competitive position, the marketability of our product offerings, and our liquidity, operating results and financial condition.*
- *Breaches of our information systems or denial of service on our website could have an adverse impact on our business and reputation.*
- *We may not be able to effectively implement or adapt to changes in technology, particularly with respect to artificial intelligence, which may result in interruptions to our business or even in a competitive disadvantage.*
- *Lack of effectiveness of exclusions and other loss limitation methods in the insurance policies we write or changes in laws and/or potential regulatory approaches relating to them could have a material adverse effect on our financial condition or our results of operations.*
- *We are subject to market risk, which may adversely affect investment income.*
- *Our overall financial performance depends in part on the returns on our investment portfolio.*
- *We are subject to extensive regulation and potential further restrictive regulation may increase our operating costs and limit our growth and profitability.*
- *UVE is a holding company and, consequently, its cash flow is dependent on dividends and other permissible payments from its subsidiaries.*
- *Regulations limiting rate changes and requiring us to participate in loss sharing or assessments may decrease our profitability.*
- *The amount of statutory capital and surplus that each of the Insurance Entities has and the amount of statutory capital and surplus it must hold vary and are sensitive to a number of factors outside of our control, including market conditions and the regulatory environment and rules.*
- *To service our debt, we will require a significant amount of cash. Our ability to generate cash depends on many factors.*
- *Our indebtedness could adversely affect our financial results and prevent us from fulfilling our obligations under the Notes.*

## OVERVIEW

We are a vertically integrated holding company offering property and casualty insurance and value-added insurance services. In addition, we generate revenue from our investment portfolio, reinsurance brokerage services, the receipt of managing general agency fees from policy holders and from other sources of revenue (collectively “Other Revenue Sources”). We develop, market and underwrite insurance products for consumers predominantly in the personal residential homeowners’ line of business and perform substantially all insurance-related services for our insurance entities, including risk management, claims management, and distribution. Our insurance entities, Universal Property & Casualty Insurance Company (“UPCIC”) and American Platinum Property and Casualty Insurance Company (“APPCIC” and together with UPCIC, the “Insurance Entities”), offer insurance products through both an appointed independent agent network and our online distribution channels across 19 states with Florida representing 74.6% of our direct premiums written for the six months ended June 30, 2025. We seek to produce an underwriting profit (defined as earned premiums-net minus losses, loss adjustment expense (“LAE”), policy acquisition costs and other operating costs) over the long term, along with growing our Other Revenue Sources.

The following Management’s Discussion and Analysis (“MD&A”) is intended to assist in an understanding of our financial condition and results of operations. This MD&A should be read in conjunction with our Financial Statements and accompanying Notes appearing elsewhere in this Report (the “Notes”). In addition, reference should be made to our audited Consolidated Financial Statements and accompanying Notes to Consolidated Financial Statements and “*Part II, Item 7—Management’s Discussion and Analysis of Financial Condition and Results of Operations*” included in our Annual Report on Form 10-K for the year ended December 31, 2024. Except for the historical information contained herein, the discussions in this MD&A contain forward-looking statements that involve risks and uncertainties. Our future results could differ materially from those discussed herein. Factors that could cause or contribute to such differences include, but are not limited to, those discussed above under “*—Cautionary Note Regarding Forward-Looking Statements.*”

## Trends and Geographical Distribution

### Florida Trends

We seek to achieve long-term rate adequacy and earnings for the Insurance Entities while managing our risks through market cycles and looking to take advantage of what we believe to be market opportunities. Prior to significant statutory reforms adopted in December 2022, the Florida personal lines residential insurance market experienced distressed conditions wherein insurance companies’ major costs items, such as losses, LAE and reinsurance, increased and led to rising premiums and reduced product availability for consumers. In addition to taking steps to adjust rate levels, manage exposures and refine our prospective outlook of expected losses, we recorded adverse claim development on prior years’ loss reserves to address the impacts of Florida’s market disruptions on claim cost trends.

As insurance availability declined among admitted insurers prior to the statutory reforms, Citizens’ policy count increased from below 500,000 in mid-2020 to more than 1.4 million in 2023. Citizens’ ability to adjust rates is limited by law. Therefore, while Citizens was created to be the residual property insurance market in Florida, in periods of increasing premiums its policies may be priced lower than those in the admitted market. This causes Citizens, for many policy types and areas of Florida, to become viewed as a desirable lower-cost alternative to the admitted market. Even as the Florida market shows signs of improvement, this might continue for several years due to statutory and potential public policy limitations on Citizens’ ability to adjust rates. The Insurance Entities’ competitive position compared to Citizens, and the competitive position of the admitted market as a whole, might improve over the next several years as Citizens’ rate levels continue to adjust, more policies reach Citizens’ maximum limits due to replacement cost increases, and more of Citizens’ policyholders become subject to a statutory requirement to purchase flood insurance.

Law changes adopted in December 2022 sought to curtail certain claimants’ abusive claims practices against insurance carriers, which contributed substantially to the Florida market’s previous problems. Among the reforms, the Florida Legislature eliminated policyholders’ former one-way statutory right to attorneys’ fees and eliminated the ability of policyholders to assign their insurance benefits to third parties. The Florida Legislature also reduced the post-loss time period for submitting claims to one year as contrasted with prior laws permitting claims to be reported two years or even three years after loss events, which led to extended solicitations of claims by contractors, public adjusters, and attorneys and created challenges for insurers in evaluating the cause and amount of the late-reported claims. These law changes and other related measures have reduced expected loss and loss adjustment expenses for recent exposure periods, which should lead to insurers’ base rate levels flattening and starting to decline. The law changes also enhanced service standards for the benefit of policyholders through faster claims-response requirements, increased penalties for non-compliance, enhanced regulatory oversight of insurers’ financial conditions and holding company systems, and other consumer protections.

Although the Insurance Entities’ number of remaining claims subject to pre-reform laws continues to decline, it will be several years before all of these claims are settled or brought to an adjudicated conclusion. We are optimistic that the legislative reforms will continue to gradually improve the Florida claims environment as claims associated with the pre-reform era continue to be resolved and more of the Insurance Entities’ claims benefit from the reforms.

The evolving impacts of the reforms are beginning to alter the competitive landscape in the Florida residential property insurance market. Favorable effects of the reforms led many insurers, including us, to file overall average base rates in 2024 equal to or slightly lower than the prior year’s rates. The impact of the reforms varies by territory, as different areas of Florida historically have had different incidences of represented and litigation claims most affected by the reforms. Rate levels also remain subject to broad considerations affecting the insurance industry or the economy as a whole, such as inflation affecting labor and materials and litigation financing.



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In addition, the reforms have prompted many admitted market insurers, including us, to expand the availability of products. Approximately 14 new insurers have also entered the market since the reforms were enacted. Expanded writings by existing and new admitted market insurers have led to Citizens' policy count declining from its October 2023 peak of 1.4 million policies to approximately 780,000 policies as of June 2025. Citizens projects that it will have less than 700,000 policies by the end of 2025. With the benefits of the reforms continuing to emerge, new and existing competitors in the post-reform market often remain selective as to the policy types, locations, coverage limits or other characteristics of policies they write, leading to segmentation in the market. The degree of competition in the evolving Florida market therefore varies by territory, policy form and other factors. As a result, our ability to write the volume or types of policies we seek differs by territory, policy type and other characteristics and is changing as the market evolves.

The ultimate long-term benefits of Florida's statutory reforms are unknown and difficult to predict. If future court decisions negatively impact the reforms or other aspects of the residential property insurance business, recent improvements in the market could be moderated or reversed. In addition, the Florida political environment, prevailing sentiment among policymakers or the public, and economic factors beyond insurers' control may directly or indirectly mitigate the effectiveness of recent reforms. These influences can mask the reforms' benefits or diminish their perceived effectiveness even when the market shows objective signs of improvement through moderating rate levels, increased product availability and competition, and reductions in Citizens' policy count. Over time, these political or external influences can result in policymakers questioning the merits of the reforms, considering proposals to reverse them, or pursuing other law changes or interpretations that could negate improvements in the Florida market and renew concerns with rising costs and reduced availability.

Evolving domestic, national or global economic conditions, including the potential impact from tariffs, also may affect our business model, particularly by applying inflationary pressure on our costs for settling claims and the rate-making process. Additionally, interest rate uncertainty driven by Federal Reserve actions related to inflationary trends and federal deficits could present further financial challenges. We will continue to monitor our business model and strategy as these events develop.

Our ability to successfully transact business in the Florida market is influenced by regulatory policies and processes in the state. Rate filings largely rely upon past loss and expense data and take time to develop, file and implement. In both rising and declining premium environments, we therefore can experience significant delays between identifying needed rate adjustments, filing the associated rate changes, and ultimately collecting and earning the resulting adjusted premiums. This challenge can be compounded following active hurricane seasons as regulatory directives may preclude filing or implementing rate changes. Further, the ultimate effectiveness of Florida's reforms is still unknown and difficult to quantify, especially because future market conditions or claims patterns might differ from recent or past experience. This uncertainty can be compounded by other anticipated changes affecting rating or risk selection, such as FLOIR's anticipated implementation of updated windstorm mitigation discounts. The effects of a revised discount program currently are unknown and difficult to predict both at the individual policy level and at the aggregate level with respect to insurers' competitive positions. Similarly, the Company evaluates and periodically adjusts its policy forms in response to market factors and competitive considerations. While policy form changes can be beneficial in the Company's risk management initiatives, like with rate adjustments, we can experience delays between identifying desired changes, filing, and gaining regulatory approval of the changes, and implementing the new forms.

Our ability to adapt to changes in a transitional market that is experiencing areas of increased competition can influence our effectiveness in writing new policies, retaining existing policies, managing costs in relation to premium and maintaining our longstanding competitive position in the state.

The Company updates its claims-handling procedures over time in response to market trends. The Company has adopted and continually refines initiatives to adjust and pay straightforward, meritorious claims as promptly as possible to mitigate the adverse impacts that can be seen with claims that remain open for longer periods. The Company also has increasingly used video and other technology to facilitate reviews of damaged property and improve efficiency in the claims process. In addition, we have developed in-house expertise to respond to emerging claims, trends, or specialized types of claims such as water damage claims, represented claims, and large-loss claims. The Company additionally has established significant in-house legal services to address litigated or represented claims as cost-effectively as possible, as well as a subrogation unit that seeks to mitigate losses for the benefit of policyholders and the Company when damages are caused by third parties.

The active 2024 hurricane season demonstrated the benefits of the statutory reforms as Florida experienced three land-falling storms without significant setbacks to the emerging competitive environment, the general moderation and reduction of rate levels, or the improved availability and pricing of reinsurance. Nonetheless, hurricanes and other large loss events reduce insurers' surplus and can limit capacity for writing additional policies even in an improving market. This can moderate the impact of the reforms compared to hurricane-free periods in which insurers and reinsurers can more readily replenish and deploy capital. The full impact of the law changes on our operational initiatives and associated costs is unknown and may evolve differently following an active hurricane season than in a non-catastrophe environment. We will continue to monitor these impacts and market conditions on recording and reporting of claims costs, rate levels, and competitive conditions.



### **Summary of Recent Rate Changes**

In April 2023, UPCIC submitted and received approval for a rate decrease of 1.4% for Homeowners', and a rate decrease of 1.6% for Dwelling Fire in the State of Florida, effective July 15, 2023, for new and renewal business. This filing resulted from UPCIC's statutorily required participation in Florida's Reinsurance to Assist Policyholders Program ("RAP"). This program was unrelated to the FHCF and allowed insurers to access a layer of reinsurance coverage below the FHCF industry retention at no cost to the insurer. In exchange the Insurance Entities adopted a corresponding one-year rate reduction. The RAP program expired with the reinsurance contract year ended May 31, 2024. Accordingly, the rate decrease that was temporarily implemented in response to the RAP coverage expired one year from its effective date, on July 15, 2024.

In July 2023, UPCIC filed a 7.5% rate increase on Florida personal residential homeowners' line of business, effective July 17, 2023, for new business and November 4, 2023, for renewal business. Additionally, in October 2023, UPCIC filed a 4.1% rate increase on Florida personal dwelling-fire lines of business, effective January 15, 2024, for both new and renewal business. In 2024, UPCIC filed a 5.3% rate decrease on Florida personal dwelling-fire lines of business, effective July 30, 2025, for both new and renewal business. These rate changes were implemented under use and file rating laws and subsequently received regulatory approval. In August 2024, UPCIC implemented new homeowners rates for new policies, resulting in an average rate decrease of 1.5% compared to previous rates. Rates for renewal business are being implemented with an effective date of May 17, 2025.

For 2025, the following rate changes for UPCIC have been approved by regulators in states other than Florida:

- Michigan: +24.8% effective January 20, 2025, for new business, and March 11, 2025, for renewal business
- Georgia: +7.4% effective March 1, 2025, for new business and renewal business
- Alabama: +8.1% effective March 13, 2025, for new business and May 2, 2025 for renewal business
- Indiana: +6.0% effective March 22, 2025, for new business and May 11, 2025, for renewal business
- Massachusetts: +12.9% effective April 8, 2025, for new business and May 28, 2025, for renewal business
- South Carolina: +8.6% effective April 21, 2025, for new business and June 10, 2025, for renewal business
- Minnesota: +15.0%, effective May 16, 2025, for new business and July 20, 2025 for renewal business
- North Carolina: +7.5% effective June 1, 2025, for new business and renewal business
- Pennsylvania: +8.0% effective June 1, 2025, for new business and July 21, 2025, for renewal business
- Delaware: +15.0%, effective June 24, 2025, for new business and August 13, 2025, for renewal business
- New York: +10.2%, effective August 4, 2025, for new business and September 23, 2025, for renewal business
- Illinois: +8.0%, effective August 12, 2025, for new business and October 1, 2025, for renewal business
- Iowa: +20.0%, effective August 20, 2025, for new business and October 24, 2025, for renewal business
- Wisconsin: +15.0%, effective September 2, 2025, for new business and October 22, 2025, for renewal business

The following rate filings are pending approval by state regulators:

- Maryland: +4.6%, the effective date for new business and renewal business is pending approval
- New Jersey: +18.9%, the effective date for new business and renewal business is pending approval

### **KEY PERFORMANCE INDICATORS**

The Company considers the measures and ratios in the following discussion to be key performance indicators for its businesses. Management believes that these indicators are helpful in understanding the underlying trends in the Company's businesses. Some of these indicators are reported on a quarterly basis and others on an annual basis. Please also refer to "Part II, Item 8—Note 2 (Summary of Significant Accounting Policies)" of our Annual Report on Form 10-K for the year ended December 31, 2024 for definitions of certain other terms we use when describing our financial results.

These indicators may not be comparable to other performance measures used by the Company's competitors and should only be evaluated together with our condensed consolidated financial statements and accompanying notes.

In addition to our key performance indicators and other financial measures presented in accordance with United States Generally Accepted Accounting Principles ("GAAP"), management also uses certain non-GAAP financial measures to evaluate the Company's financial performance and the overall growth in value generated for the Company's common shareholders. Management believes that non-GAAP financial measures, which may be defined differently by other companies, help to explain the Company's results to investors in a manner that allows for a more complete understanding of the underlying trends in the

Company's business. The non-GAAP measures should not be viewed as a substitute for those determined in accordance with GAAP. The calculation of these key financial measures including the reconciliation of non-GAAP measures to the nearest GAAP measure are found below under "*Non-GAAP Financial Measures*."

#### Definitions of Key Performance Indicators and GAAP and Non-GAAP Measures

**Adjusted book value per common share** — is a non-GAAP measure that is calculated as adjusted common stockholders' equity divided by common shares outstanding at the end of the period. Management believes this metric is meaningful, as it allows investors to evaluate underlying book value growth by excluding the impact of unrealized gains and losses due to interest rate volatility.

**Adjusted common stockholders' equity** — is a non-GAAP measure that is calculated as GAAP common stockholders' equity less accumulated other comprehensive income (loss). Management believes this metric is meaningful, as it allows investors to evaluate underlying growth in stockholders' equity by excluding the impact of unrealized gains and losses due to interest rate volatility.

**Adjusted net income (loss) available to common stockholders** — is a non-GAAP measure that is calculated as GAAP net income (loss) available to common stockholders, less net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments, net of tax. Management believes this metric is meaningful, as it allows investors to evaluate underlying profitability and enhances comparability across periods by excluding items that are heavily impacted by investment market fluctuations and other economic factors and are not indicative of operating trends.

**Adjusted operating income (loss)** — is a non-GAAP measure that is calculated as GAAP operating income (loss), less net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments. Management believes this metric is meaningful, as it allows investors to evaluate underlying profitability and enhances comparability across periods by excluding items that are heavily impacted by investment market fluctuations and other economic factors and are not indicative of operating trends.

**Adjusted operating income (loss) margin** — is a non-GAAP measure that is computed as adjusted operating income (loss) divided by core revenue. Management believes this metric is meaningful, as it allows investors to evaluate underlying profitability and enhances comparability across periods by excluding items that are heavily impacted by investment market fluctuations and other economic factors and are not indicative of operating trends.

**Adjusted return on common equity (Adjusted "ROCE")** — is a non-GAAP measure that is calculated as actual or annualized adjusted net income available to common stockholders divided by average adjusted common stockholders' equity, with the denominator excluding current period income statement net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments, net of tax. Management believes this metric is meaningful, as it allows investors to evaluate underlying profitability and enhances comparability across periods by excluding items that are heavily impacted by investment market fluctuations and other economic factors and are not indicative of operating trends.

**Book Value Per Common Share** — total stockholders' equity, adjusted for preferred stock liquidation, divided by the number of common shares outstanding as of a reporting period. Book value per common share is the excess of assets over liabilities at a reporting period attributed to each share of common stock. Changes in book value per common share informs shareholders of retained equity in the Company on a per share basis, which may assist in understanding market value trends for the Company's stock.

**Combined Ratio** — the combined ratio is a measure of underwriting profitability for a reporting period and is calculated by dividing total operating costs and expenses (which is made up of losses and LAE and general and administrative expenses) by premiums earned, net, which is net of ceded premium earned. Changes to the combined ratio over time provide management with an understanding of costs to operate its business in relation to net premiums it is earning and the impact of rate, underwriting and other business management actions on underwriting profitability. A combined ratio below 100% indicates an underwriting profit; a combined ratio above 100% indicates an underwriting loss.

**Core Loss Ratio** — a common operational metric used in the insurance industry to describe the ratio of current accident year expected losses and LAE, excluding current accident year weather events beyond those expected, to premiums earned. Core loss ratio is an important measure identifying profitability trends of premiums in force. Core losses consist of losses and LAE excluding current accident year weather events beyond those expected and prior years' reserve development. The financial benefit from the management of claims, including claim fees ceded to reinsurers, is recorded in the condensed consolidated financial statements as a reduction to core losses. The core loss ratio can be measured on a direct basis, using direct earned premiums, or on a net basis, using premiums earned, net (*i.e.*, direct premiums earned less ceded premiums earned).

**Core revenue** — is a non-GAAP measure that is calculated as total GAAP revenue, less net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments. Management believes this metric is meaningful, as it allows investors to evaluate underlying revenue trends and enhances comparability across periods by excluding items that are heavily impacted by investment market fluctuations and other economic factors and are not indicative of operating trends.

**Debt-to-Equity Ratio** — long-term debt divided by stockholders' equity. This ratio helps management measure the amount of financing leverage in place in relation to equity and allows investors to evaluate future leverage capacity.

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**Debt-to-Total Capital Ratio** — long-term debt divided by the sum of total stockholders' equity and long-term debt (often referred to as total capital resources). This ratio helps management measure the amount of financing leverage in place (long-term debt) in relation to total capital resources and allows investors to evaluate future leverage capacity.

**Diluted adjusted earnings per common share** — is a non-GAAP measure, which is calculated as adjusted net income available to common stockholders divided by weighted average diluted common shares outstanding. Management believes this metric is meaningful, as it allows investors to evaluate underlying profitability and enhances comparability across periods by excluding items that are heavily impacted by investment market fluctuations and other economic factors and are not indicative of operating trends.

**Direct Premiums Written ("DPW")** — reflects the total value of policies issued during a period before considering premiums ceded to reinsurers. Direct premiums written, comprised of renewal premiums, endorsements, and new business, is initially recorded as unearned premium in the balance sheet, which is then earned pro-rata over the next year or remaining policy term. Direct premiums written reflect current trends in the Company's sale of property and casualty insurance products and amounts that will be recognized as earned premiums in the future.

**DPW (Florida)** — includes only DPW in the state of Florida. This measure allows management to analyze growth in our primary market and is also a measure of business concentration risk.

**Expense Ratio (Including Policy Acquisition Cost Ratio and Other Operating Cost Ratio)** — calculated as general and administrative expenses as a percentage of premiums earned, net. General and administrative expenses are comprised of policy acquisition costs and other operating costs, which include such items as underwriting costs, facilities, and corporate overhead. The expense ratio, including the sub-expense ratios of policy acquisition cost ratio and other operating cost ratio, are indicators to management of the Company's cost efficiency in acquiring and servicing its business and the impact of expense items to overall profitability.

**Losses and Loss Adjustment Expense Ratio or Loss and LAE Ratio** — a measure of the cost of claims and claim settlement expenses incurred in a reporting period as a percentage of premiums earned in that same reporting period. Losses and LAE incurred in a reporting period includes both amounts related to the current accident year and prior accident years, if any, referred to as development. Ultimate losses and LAE are based on actuarial estimates with changes in those estimates recognized in the period the estimates are revised. Losses and LAE consist of claim costs arising from claims occurring and settling in the current period, an estimate of claim costs for reported but unpaid claims, an estimate of unpaid claim costs for incurred-but-not-reported claims and an estimate of claim settlement expenses associated with reported and unreported claims which occurred during the reporting period. The loss and LAE ratio can be measured on a direct basis, which includes losses and LAE divided by direct earned premiums, or on a net basis, which includes losses and LAE divided by premiums earned, net (*i.e.*, direct premium earned less ceded premium earned). The net loss and LAE ratio are measures of underwriting profitability after giving consideration to the effect of reinsurance. Trends in the net loss and LAE ratio are an indication to management of current and future profitability.

**Monthly Weighted Average Renewal Retention Rate** — measures the monthly average of policyholders that renew their policies over the period of a calendar year. This measure allows management to assess customer retention.

**Premiums Earned, Net** — the pro-rata portion of current and previously written premiums that the Company recognizes as earned premium during the reporting period, net of ceded premium earned. Ceded premiums are premiums paid or payable by the Company for reinsurance protection. Written premiums are considered earned and are recognized pro-rata over the policy coverage period. Premiums earned, net is a measure that allows management to identify revenue trends.

**Policies in Force** — represents the number of active policies with coverage in effect as of the end of the reporting period. The change in the number of policies in force is a growth measure and provides management with an indication of progress toward achieving strategic objectives. Inherent seasonality in our business makes this measure more useful when comparing each quarter's balance to the same quarter in prior years.

**Premium in Force** — is the amount of the annual direct premiums written previously recorded by the Company for policies which are still active as of the reporting date. This measure assists management in measuring the level of insured exposure and progress toward meeting revenue goals for the current year, and provides an indication of business available for renewal in the next twelve months. Inherent seasonality in our business makes this measure more useful when comparing each quarter's balance to the same quarter in prior years.

**Return on Average Common Equity ("ROCE")** — calculated as actual net income (loss) available to common stockholders divided by average common stockholders' equity. ROCE is a capital profitability measure of how efficiently management creates profits.

**Total Insured Value** — represents the amount of insurance limits available on a policy for a single loss based on all policies active as of the reporting date. This measure assists management in measuring the level of insured exposure.

**Unearned Premiums** — represents the portion of direct premiums corresponding to the time period remaining on an insurance policy and available for future earning by the Company. Trends in unearned premiums generally indicate expansion, if growing, or contraction, if declining, which are important indicators to management. Inherent seasonality in our business makes this measure more useful when comparing each quarter's balance to the same quarter in prior years.

**Weather events** — an estimate of losses and LAE from weather events occurring during the current accident year that exceed initial estimates of expected weather events when establishing the core loss ratio for each accident year. This metric informs management of factors impacting overall current year profitability.

## REINSURANCE

Reinsurance enables our Insurance Entities to limit potential exposures to catastrophic events. Developing and implementing our reinsurance strategy to adequately protect our policyholders, balance sheet, and Insurance Entities in the event of one or more catastrophes while maintaining efficient reinsurance costs has been our key strategic priority. To limit the Insurance Entities' potential exposure to catastrophic events, we purchase significant reinsurance from third-party reinsurers and the FHCF. The FLOIR requires the Insurance Entities, like all residential property insurance companies doing business in Florida, to have a certain amount of capital and reinsurance coverage to cover losses upon the occurrence of a single catastrophic event and a series of catastrophic events occurring in the same hurricane season. The Insurance Entities' 2025-2026 catastrophe reinsurance program meets the FLOIR's requirements, which are based on, among other things, successfully demonstrating cohesive and comprehensive reinsurance coverages that protect the policyholders of our Insurance Entities under a series of stress test catastrophe loss scenarios. Similarly, the Insurance Entities' 2025-2026 catastrophe reinsurance programs meet the stress test and review requirements of Demotech, Inc., for maintaining Financial Stability Ratings® of A (Exceptional) and of Kroll for maintaining insurer financial strength rating of "A-".

We believe the Insurance Entities' retentions under the jointly shared reinsurance program is appropriate and structured to protect policyholders and the Insurance Entities' capital structure. We test the sufficiency of the catastrophe reinsurance coverage by subjecting the Insurance Entities' personal residential exposures to scenario testing using third-party catastrophe models. These models combine simulations of the natural occurrence patterns and characteristics of hurricanes, tornadoes, earthquakes, and other catastrophes with information on property values, construction types, and occupancy classes. These models' outputs provide information concerning the potential for simulated large losses, which enables the Insurance Entities to limit the financial impact from catastrophic events. Refer to the risk factors disclosed in *"Part I, Item 1A—Risk Factors,"* included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024, for details of specific risks attributable to catastrophic losses and reinsurance.

Effective June 1, 2025, the Insurance Entities entered into multiple reinsurance agreements comprising our 2025-2026 reinsurance program. See *"Item 1—Note 4 (Reinsurance)."*

### Insurance Entities 2025-2026 All States Reinsurance Program ("All States")

- First event All States combined retention of \$45 million.
- All States first event tower extends to \$2.526 billion with no co-participation in any of the layers, no limitation on loss adjustment expenses and no accelerated deposit premiums.
- Universal Insurance Holdings, Inc. ("UIH") established the first event layer of \$66 million in excess of \$45 million in a captive insurance arrangement. See *"Item 1—Note 14 (Variable Interest Entities)."*
- Assuming a first event completely exhausts the \$2.526 billion tower, the second event exhaustion point would be \$1.209 billion.
- Full reinstatement is available on the combined \$1.098 billion of the All States first-event catastrophe coverage for a guaranteed second-event coverage. Additionally, a second event private market excess of loss coverage of \$66 million in excess of \$45 million succeeds the captive in the event of a loss from a second event, resulting in a \$66 million reduction in retention on a consolidated basis for a second event.
- For all layers purchased between \$111 million and the projected attachment point of the FHCF layer, to the extent that all of our coverage or a portion thereof is exhausted in a first catastrophic event and reinstatement premium is due, we have purchased enough reinstatement premium protection coverage ("RPP") to fund the reinstatement premiums due on the reinstatement of these coverages. Losses exceeding the RPP limit would be subject to reinstatement premiums.
- Specific third and fourth event private market excess of loss coverage of \$86 million in excess of \$25 million provides frequency protection for multiple events during the treaty period, an incremental \$20 million reduction in retention for a third and fourth event.
- For the FHCF Reimbursement Contracts effective June 1, 2025, the Insurance Entities have continued the election at the 90% coverage level. We estimate the total mandatory FHCF coverage will provide approximately \$1.296 billion of coverage for UPCIC, and \$21.4 million for APPCIC which complements and inures to the benefit of the All States coverage secured from private market reinsurers and discussed above.
- To further insulate future years, the Insurance Entities have secured certain multi-year treaties, providing \$352 million of capacity that extends portions of the catastrophe coverage to include the 2026-2027 treaty year.

**Reinsurers**

The table below provides the A.M. Best and S&P financial strength ratings for each of the largest rated third-party reinsurers in the Insurance Entities’ 2025-2026 reinsurance program:

| Reinsurer                              | A.M. Best | S&P |
|--|-----------|-----|
| Florida Hurricane Catastrophe Fund (1) | N/A       | N/A |
| Various Lloyd’s of London Syndicates   | A+        | AA- |
| DaVinci Reinsurance Ltd.               | A         | A+  |
| Renaissance Reinsurance Ltd.           | A+        | A+  |
| Markel Bermuda Ltd.                    | A         | A   |
| Everest Reinsurance Co.                | A+        | A+  |
| Aeolus Re Ltd (2)                      | N/A       | N/A |

- (1) No rating is available, because the fund is not rated.
- (2) No rating is available, because the reinsurer is fully collateralized with a trust agreement.

## RESULTS OF OPERATIONS AND ANALYSIS OF FINANCIAL CONDITION

### Highlights for the quarter ended June 30, 2025

- For the three months ended June 30, 2025, direct premiums written rose by 3.2%, to \$596.7 million. This change reflects a \$29.8 million 25.4% increase in direct premiums written outside of Florida, partially offset by an \$11.3 million 2.5% decrease in direct premiums written within Florida.
- Rate filings and automatic inflation adjustments to policy values are affecting written and earned premiums as they apply to renewals and new policies. Management continues to focus on risk selection and improving risk diversification along with adjustments to filed rates plans as needed.
- Net investment income increased by 17.7%, due to higher portfolio reinvestment rates as investments matured and were reinvested, as well as an increase in income earning assets.
- The Company continues to see positive loss trends in Florida for policies issued after the legislative reforms implemented in 2022.
- The combined ratio was 97.8% for the three months ended June 30, 2025, an increase of 1.9 points compared to the three months ended June 30, 2024.
- The Insurance Entities successfully secured a combined UPCIC and APPCIC 2025-26 catastrophe reinsurance program with no material changes to historical reinsurance partners or terms and conditions. The Insurance Entities set the top of their combined reinsurance tower for a single All States (including Florida) event to \$2.526 billion, an increase of \$110 million over the expiring 2024-2025 reinsurance program.
- The Company entered into a committed and unsecured \$50.0 million revolving credit line with JP Morgan Chase Bank, N.A., replacing the previous facility of the same amount.
- In the quarter ended June 30, 2025, the Company repurchased 287,007 shares, at an average share price of \$25.74, for a total of \$7.4 million.
- On May 1, 2025, the Board of Directors approved a new share repurchase program authorizing the Company to repurchase up to \$20.0 million of its outstanding shares of common stock through May 1, 2027. As of June 30, 2025, \$15.2 million remains available under this program.
- On April 14, 2025, a dividend of \$0.16 per common share was declared, with payment made on May 14, 2025.
- Demotech reaffirmed its A rating for UPCIC and APPCIC on April 8, 2025.

*Results of Operations for the three months ending June 30, 2025, are compared to the same period last year, unless stated otherwise.*

### Results of Operations—Three Months Ended June 30, 2025 Compared to Three Months Ended June 30, 2024

Net income was \$35.1 million for 2025, compared to net income of \$35.4 million for 2024. Diluted earnings per share for 2025 was \$1.21 compared to \$1.21 in 2024. Positive factors in 2025 included higher net premiums earned, investment income, realized gains, and commission revenue, offset by unrealized losses in 2025 compared to unrealized gains in 2024 and higher acquisition costs. There were no catastrophes in the second quarters of 2025 or 2024. Direct premiums earned grew by 6.7% in 2025, due to premium growth in 17 states and policies in force growth in 14 states. The net loss ratio was 72.3% in 2025 compared to 70.6% in 2024, with the combined ratio at 97.8% for 2025 compared to 95.9% for 2024.

A detailed discussion of our results of operations follows the table below (in thousands, except per share data).

|   | Three Months Ended<br>June 30, |            | Change    |          |
|---|--------------------------------|------------|-----------|----------|
|   | 2025                           | 2024       | \$        | %        |
| <b>REVENUES</b>   |                                |            |           |          |
| Direct premiums written                                       | \$ 596,720                     | \$ 578,267 | \$ 18,453 | 3.2 %    |
| Change in unearned premium                                    | (73,295)                       | (87,618)   | 14,323    | (16.3)%  |
| Direct premium earned   | 523,425                        | 490,649    | 32,776    | 6.7 %    |
| Ceded premium earned  | (163,232)                      | (145,691)  | (17,541)  | 12.0 %   |
| Premiums earned, net  | 360,193                        | 344,958    | 15,235    | 4.4 %    |
| Net investment income   | 17,258                         | 14,660     | 2,598     | 17.7 %   |
| Net realized gains (losses) on investments                    | 5,280                          | (311)      | 5,591     | NM       |
| Net change in unrealized gains (losses) on equity investments | (6,061)                        | 1,355      | (7,416)   | (547.3)% |
| Commission revenue  | 15,854                         | 11,679     | 4,175     | 35.7 %   |
| Policy fees   | 5,603                          | 5,576      | 27        | 0.5 %    |
| Other revenue   | 2,014                          | 2,297      | (283)     | (12.3)%  |
| Total revenues  | 400,141                        | 380,214    | 19,927    | 5.2 %    |
| <b>OPERATING COSTS AND EXPENSES</b>                           |                                |            |           |          |
| Losses and loss adjustment expenses                           | 260,305                        | 243,572    | 16,733    | 6.9 %    |
| Policy acquisition costs                                      | 61,878                         | 56,615     | 5,263     | 9.3 %    |
| Other operating expenses                                      | 29,964                         | 30,499     | (535)     | (1.8)%   |
| Total operating costs and expenses                            | 352,147                        | 330,686    | 21,461    | 6.5 %    |
| Interest and amortization of debt issuance costs              | 1,608                          | 1,623      | (15)      | (0.9)%   |
| <b>INCOME (LOSS) BEFORE INCOME TAXES</b>                      | 46,386                         | 47,905     | (1,519)   | (3.2)%   |
| Income tax expense (benefit)                                  | 11,293                         | 12,489     | (1,196)   | (9.6)%   |
| <b>NET INCOME (LOSS)</b>                                      | \$ 35,093                      | \$ 35,416  | \$ (323)  | (0.9)%   |
| Other comprehensive income (loss), net of taxes               | 10,290                         | 996        | 9,294     | 933.1 %  |
| <b>COMPREHENSIVE INCOME (LOSS)</b>                            | \$ 45,383                      | \$ 36,412  | \$ 8,971  | 24.6 %   |
| <b>DILUTED EARNINGS (LOSS) PER SHARE DATA:</b>                |                                |            |           |          |
| Diluted earnings (loss) per common share                      | \$ 1.21                        | \$ 1.21    | \$ —      | — %      |
| Weighted average diluted common shares outstanding            | 29,072                         | 29,308     | (236)     | (0.8)%   |

NM – Not Meaningful



## Premium Revenues

Direct premiums written increased by \$18.5 million, or 3.2%, for the three months ended June 30, 2025, driven by premium growth in our other states business of \$29.8 million, or 25.4%, as compared to the three months ended June 30, 2024 offset by a reduction in premium written within our Florida business of \$11.3 million, or 2.5%. The primary factors contributing to the increase in direct written premiums were new and previous rate changes, increased policies in force during 2025 and policy inflation adjustments. There was an increase in policies in force across 14 states. In total, policies in force increased by 7,526, or 0.9%, from 864,817 at March 31, 2025 to 872,343 at June 30, 2025. A summary of the recent rate increases which are driving increases in written premium is discussed above under “*Overview—Trends and Geographical Distribution—Florida Trends.*”

Rate changes are applied on new business submissions at policy inception and on renewals from the effective date of their renewal, and then are earned subsequently over the policy period. Rate changes that are implemented are in response to trends in claim costs driven by changes in costs of material and labor associated with claims and by law changes in the Florida market, the cost of weather events, the cost of catastrophe and other reinsurance protecting policyholders and the legacy effect of the cost to settle litigated claims in Florida. See “*Overview—Trends and Geographical Distribution—Florida Trends and Summary of Recent Rate Changes.*” Due to the time associated with analyzing data, preparing and submitting rate filings, implementing new rate levels and earning the corresponding premiums, the Insurance Entities’ rate adjustments typically lag their experience by months or even years. The Insurance Entities’ policies also adjust coverage limits at renewal to account for inflation since the last renewal which is based on third-party industry data sources that monitor inflation factors.

The Insurance Entities oversee their operations by monitoring policy counts, premiums, insured values, and other relevant factors. They periodically review and adjust policy rates and update underwriting guidelines, which influence new business volume and premium trends. Additionally, policy retention plays a crucial role in determining premium trends. These factors influence the amount of reinsurance coverage obtained annually. Direct premiums written continue to increase across the majority of states in which we conduct business. We had policies in force in 19 states at June 30, 2025. In addition, we are authorized to do business in Tennessee. As of June 30, 2025, policies in force increased by 38,910 policies, or 4.7%; premium in force increased \$114.5 million, or 5.7%; and total insured value increased \$38.4 billion, or 11.4%, compared to June 30, 2024.

Direct premium earned increased by \$32.8 million, or 6.7%, for the three months ended June 30, 2025. This increase is due to premiums written over the past year, including rate filings, policy adjustments from inflation, and higher policy counts. See the discussion above for the — “*Overview-Summary of Recent Rate Changes.*”

## Reinsurance

Reinsurance enables our Insurance Entities to limit potential exposures to catastrophic events and other covered events, but it also increases costs, resulting in lower net earned premiums. These costs are generally recognized over the annual policy period (June 1-May 31). For the three months ended June 30, 2025, ceded premium earned increased \$17.5 million to \$163.2 million, (31.2% of direct premium earned), compared to \$145.7 million, (29.7% of direct premiums earned) for the same period in 2024. The increase in 2025 is attributable to reduced free protection relative to 2024, when participation in Florida’s RAP program provided certain reinsurance at no cost for part of the 2024 period. Slightly higher costs related to the new 2025-2026 reinsurance contracts, compared with the 2024-2025 reinsurance contracts, also increased costs in 2025 when compared to 2024. Refer to the previous discussion and “*Item 1— Note 4 (Reinsurance)*” for further information on the 2025-2026 reinsurance programs.

## Investment Results

Net investment income was \$17.3 million for 2025, compared to \$14.7 million in 2024, representing a 17.7% increase. This change was due to new investments generating higher returns and an increase of \$128.7 million in invested balances during the quarter, partially offset by reduced yields from invested cash balances in 2025.

The yield curve continues to decline over time, particularly in the front end of the curve, which is impacting short duration cash reinvestment rates, along with longer duration rates, resulting in fixed income price increases and decreasing yields. We continue to monitor geopolitical events impacting the U.S. Treasuries market. See “*Item 1— Note 3 (Investments)*” for information on investment income.

Net realized and unrealized gains for the quarter were mainly due to portfolio adjustments, including exiting profitable and underperforming positions. See — “*Analysis of Financial Condition*” for details on changes in total invested assets balances during 2025.

## Commissions, Policy Fees and Other Revenue

The majority of commissions are those earned by our licensed reinsurance intermediary, Blue Atlantic Reinsurance Corporation (“BARC”). These commissions are paid to BARC by traditional open market third-party reinsurers for placing reinsurance with our Insurance Entities. BARC does not earn commissions on reinsurance provided by the Florida Hurricane Catastrophe Fund (FHCF), catastrophe bonds or Florida’s RAP program. Commissions paid to BARC are recognized on a pro-rata basis over the underlying reinsurance treaty period, which typically runs from June 1<sup>st</sup> to May 31<sup>st</sup> of the following year. Commission revenue increased \$4.2 million, or 35.7%, from \$11.7 million for 2024 to \$15.9 million for 2025. This change was mainly attributable to increased reinsurance spending by the Insurance Entities replacing expiring Florida RAP and catastrophe bond contracts that did



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not generate commission. Additionally, commissions earned from reinstatement premiums related to Hurricanes Helene and Milton contributed to the total increase.

Policy fees were \$5.6 million for both 2025 and 2024. Other revenue, representing revenue from policy installment fees, premium financing, and other miscellaneous income, was \$2.0 million in 2025 compared to \$2.3 million in 2024.

## Operating Costs and Expenses

### Losses and Loss Adjustment Expenses

Net losses and LAE, after estimated reinsurance recoveries and estimated subrogation recoveries, were \$260.3 million with a 72.3% net loss ratio for the three months ended June 30, 2025, compared to \$243.6 million and a 70.6% net loss ratio for the prior-year quarter. The increase in the net loss ratio for 2025 was primarily due to increased cost of reinsurance in the second quarter of 2025, which lowered net earned premiums, thus increasing the net loss ratio when compared to 2024. Increased premium volume in 2025 resulted in proportionate increase in net losses and LAE.

During the three months ended June 30, 2025, weather-related losses in Florida declined compared to the same development stage in previous years. In contrast, non-Florida weather-related losses increased; however, the total losses for 2025 remained comparable to those reported for 2024.

During 2025, there was \$71 thousand of prior year development, compared to no net prior year development during 2024. This prior year development was associated with increases in net losses and LAE for prior year catastrophe events. Unfavorable prior-year development arises when claims are settled for amounts exceeding previous estimates or when the liabilities for prior-year claims increase. This situation often results from rising claims costs, the impact of material and labor inflation, and increased expenses associated with litigated claims. Further details can be found under “*Overview—Trends and Geographical Distribution—Florida Trends*” mentioned above. We continue to observe favorable claim trends on Florida losses after the effective date of the Florida reform legislation (December 16, 2022). However, claims under policies predating the reforms exhibit greater uncertainty. Consequently, these claims in aggregate have experienced and may in the future experience adverse development as claim settlements deviate from previously estimated amounts.

During 2025, the Company continues to settle catastrophe losses on Hurricanes Helene and Milton which occurred in 2024 along with hurricanes from prior years. Our reinsurance program provided the Insurance Entities with adequate protection beyond our retention limit for these prior hurricanes.

Legislation passed in late 2022 aims to reduce claim costs in Florida as the benefits of the reforms are realized. The Company is seeing some benefits of this legislation in 2025 for policies issued after the effective date of the reforms. The transition to the new laws will take several years as many reforms only apply to policies written or renewed after the effective date. Claims under prior laws are still being adjusted, and it will be several years before the impact of abusive practices under the old laws is completely removed, allowing the full benefits of the legislation to be realized.

Consolidated net losses and LAE include results from our adjusting company's activities within our holding system. Adjusting claims internally offers savings for our Insurance Entities and reinsurers. Our claims team and legal group work together efficiently in Florida to handle claims, achieving synergies that third parties cannot. This coordination improves claim handling and saves money by reducing LAE at a consolidated level, especially after catastrophes. We maintain adequate staffing levels to manage claims and litigation efforts related to catastrophes. The expenses associated with these resources during regular operations may result in minimal net benefits. Profits from our claim adjusting company reduce consolidated losses and LAE; for the three months ended June 30, 2025 and 2024, there was no significant financial impact from the claims adjusting companies' profits on consolidated results.

### General and Administrative Expenses

For 2025, general and administrative expenses were \$91.8 million compared to \$87.1 million during 2024, as follows (dollars in thousands):

|   | Three Months Ended<br>June 30, |        |            |        | Change    |        |
|---|--------------------------------|--------|------------|--------|-----------|--------|
|   | 2025                           |        | 2024       |        | \$        | %      |
|   | \$                             | Ratio  | \$         | Ratio  |           |        |
| Premiums earned, net                      | \$ 360,193                     |        | \$ 344,958 |        | \$ 15,235 | 4.4 %  |
| General and administrative expenses:      |                                |        |            |        |           |        |
| Policy acquisition costs                  | 61,878                         | 17.2 % | 56,615     | 16.4 % | 5,263     | 9.3 %  |
| Other operating expenses                  | 29,964                         | 8.3 %  | 30,499     | 8.9 %  | (535)     | (1.8)% |
| Total general and administrative expenses | \$ 91,842                      | 25.5 % | \$ 87,114  | 25.3 % | \$ 4,728  | 5.4 %  |

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For 2025, general and administrative expenses increased by \$4.7 million, compared to 2024, which was the result of an increase in policy acquisition costs of \$5.3 million and a decrease in other operating costs of \$0.5 million. The total general and administrative expense ratio was 25.5% for 2025 compared to 25.3% for 2024.

- The policy acquisition costs increased by \$5.3 million due to higher commissions resulting from a 4.4% increase in net earned premiums compared to the previous year, as well as increased commissions on the growth of premium outside of Florida, which incurs higher commissions. Additionally, accruals for expected increased agent bonus commission in 2025 contributed to higher acquisition costs.
- Other operating costs decreased by \$0.5 million due to lower employee related expenses including stock-based compensation and employee benefits and welfare, partially offset by higher policy issuance related costs. The other operating cost ratio was 8.3% for 2025, compared to 8.9% for 2024.

### **Combined Ratio**

As a result of the trends discussed in net premiums earned and net operating expense, the combined ratio for 2025 was 97.8% compared to 95.9% for 2024.

### **Interest and Amortization of Debt Issuance Costs**

Interest and amortization of debt issuance costs were \$1.6 million for each of the three months ended June 30, 2025 and 2024, the majority of which is related to our senior unsecured notes.

### **Income Tax Expense (Benefit)**

Income tax expense was \$11.3 million and \$12.5 million for the three months ended June 30, 2025 and 2024, respectively. Our effective tax rate (“ETR”) decreased to 24.3% for 2025, as compared to 26.1% for 2024. See “*Item 1—Note 9 (Income Taxes)*” for a table of items reconciling statutory rates to the effective rate for 2025 and 2024.

### **Other Comprehensive Income (Loss)**

Other comprehensive income, net of taxes for the three months ended June 30, 2025 was \$10.3 million compared to other comprehensive income of \$1.0 million for the prior year quarter reflecting after-tax changes in fair value of available-for-sale debt securities held in our investment portfolio and reclassifications out of accumulated other comprehensive income (loss) for available-for-sale debt securities sold. This quarter’s results reflect favorable shifts in market prices during 2025 compared to 2024. During 2025, maturing securities and investment returns were reinvested at market rates, reducing unrealized losses on maturing securities. The maturity of the remaining securities in an unrealized loss position has also reduced during the year. Over time, unrealized losses on securities in an unrealized loss position lessen as the remaining maturity shortens and securities approach their maturity or par value. See the discussion above and “*Part II—Item 8—Note 14 (Other Comprehensive Income (Loss))*” for additional information about the amounts comprising other comprehensive income (loss), net of taxes for these periods and “*Part II—Item 8—Note 3 (Investments)*” for explanations on changes in investments.

### **Non-GAAP**

Core revenue, representing total GAAP revenue, excluding net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments, was \$400.9 million for 2025, compared to \$379.2 million for 2024.

Adjusted operating income (loss) represents GAAP operating income (loss), excluding net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments. Adjusted operating income was \$48.8 million for 2025, compared to adjusted operating income of \$48.5 million for 2024.

Adjusted operating income (loss) margin represents adjusted operating income (loss) divided by core revenue. Adjusted operating income margin was 12.2% for 2025, compared to adjusted operating income margin of 12.8% for 2024.

Adjusted net income (loss) available to common stockholders represents GAAP net income (loss) available to common stockholders, excluding net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments, net of tax. Adjusted net income available to common stockholders was \$35.7 million for 2025, compared to adjusted net income available to common stockholders of \$34.6 million for 2024.

Diluted adjusted earnings (loss) per common share represents adjusted net income (loss) available to common stockholders divided by weighted average diluted common shares outstanding. Diluted adjusted earnings (loss) per share computations exclude any potential common stock instruments that would decrease the loss per share, as they are anti-dilutive. Diluted adjusted earnings per common share was \$1.23 for 2025, compared to diluted adjusted earnings per common share of \$1.18 for 2024.

Results of Operation for the six months ending June 30, 2025, are compared to the same period last year, unless stated otherwise.

### Results of Operations — Six Months Ended June 30, 2025 Compared to Six Months Ended June 30, 2024

Net income was \$76.5 million for 2025, compared to net income of \$69.1 million for 2024. Diluted earnings per share in 2025 were \$2.64 compared to \$2.35 in 2024. Positive factors in 2025 included higher net premiums earned, investment income, realized gains, and commission revenue, offset by unrealized losses in 2025 compared to unrealized gains in 2024 and higher operating costs. Direct premiums earned grew by 6.6% in 2025, due to premium growth in 17 states and more policies in force in 15 states. For 2025, the net loss ratio was 71.4% compared to 71.2% for 2024. The increase in the net loss ratio for 2025 was primarily due to increased cost of reinsurance in 2025, lowering net earned premiums and increasing the net loss ratio when compared to 2024. Increased premium volume in 2025 resulted in proportionate increase in net losses and LAE. There was \$71 thousand net prior-year development on catastrophe losses in 2025, compared to no net prior-year development in 2024. As a result of the above and as further explained below, the combined ratio for 2025 was 96.4% compared to 95.7% for 2024. See “Overview—Trends and Geographical Distribution—Florida Trends” regarding our response to the Florida market.

A detailed discussion of our results of operations follows the table below (in thousands, except per share data).

|   | Six Months Ended<br>June 30, |              | Change    |          |
|---|------------------------------|--------------|-----------|----------|
|   | 2025                         | 2024         | \$        | %        |
| <b>REVENUES</b>   |                              |              |           |          |
| Direct premiums written                                       | \$ 1,063,798                 | \$ 1,024,446 | \$ 39,352 | 3.8 %    |
| Change in unearned premium                                    | (27,116)                     | (51,725)     | 24,609    | (47.6)%  |
| Direct premium earned   | 1,036,682                    | 972,721      | 63,961    | 6.6 %    |
| Ceded premium earned  | (320,768)                    | (293,738)    | (27,030)  | 9.2 %    |
| Premiums earned, net  | 715,914                      | 678,983      | 36,931    | 5.4 %    |
| Net investment income   | 33,318                       | 28,183       | 5,135     | 18.2 %   |
| Net realized gains (losses) on investments                    | 5,266                        | (388)        | 5,654     | NM       |
| Net change in unrealized gains (losses) on equity investments | (6,051)                      | 4,461        | (10,512)  | (235.6)% |
| Commission revenue  | 32,129                       | 22,712       | 9,417     | 41.5 %   |
| Policy fees   | 10,096                       | 9,981        | 115       | 1.2 %    |
| Other revenue   | 4,336                        | 4,241        | 95        | 2.2 %    |
| Total revenues  | 795,008                      | 748,173      | 46,835    | 6.3 %    |
| <b>OPERATING COSTS AND EXPENSES</b>                           |                              |              |           |          |
| Losses and loss adjustment expenses                           | 510,860                      | 483,759      | 27,101    | 5.6 %    |
| Policy acquisition costs                                      | 122,452                      | 111,435      | 11,017    | 9.9 %    |
| Other operating expenses                                      | 56,634                       | 54,345       | 2,289     | 4.2 %    |
| Total operating costs and expenses                            | 689,946                      | 649,539      | 40,407    | 6.2 %    |
| Interest and amortization of debt issuance costs              | 3,220                        | 3,245        | (25)      | (0.8)%   |
| INCOME (LOSS) BEFORE INCOME TAXES                             | 101,842                      | 95,389       | 6,453     | 6.8 %    |
| Income tax expense (benefit)                                  | 25,310                       | 26,316       | (1,006)   | (3.8)%   |
| NET INCOME (LOSS)   | \$ 76,532                    | \$ 69,073    | \$ 7,459  | 10.8 %   |
| Other comprehensive income (loss), net of taxes               | 22,384                       | (1,546)      | 23,930    | NM       |
| COMPREHENSIVE INCOME (LOSS)                                   | \$ 98,916                    | \$ 67,527    | \$ 31,389 | 46.5 %   |
| <b>DILUTED EARNINGS (LOSS) PER SHARE DATA:</b>                |                              |              |           |          |
| Diluted earnings (loss) per common share                      | \$ 2.64                      | \$ 2.35      | \$ 0.29   | 12.3 %   |
| Weighted average diluted common shares outstanding            | 28,977                       | 29,369       | (392)     | (1.3)%   |

NM – Not Meaningful

## Premium Revenues

Direct premiums written increased by \$39.4 million, or 3.8%, for 2025, driven by reductions in premiums within our Florida business of \$22.1 million, or 2.7%, and premium growth in our other states business of \$61.4 million, or 29.5%, as compared to 2024. The primary factors contributing to the increase in written premiums were the rate changes implemented in Florida and certain other states and policy inflation adjustments. Additionally, there was an increase in policies in force across 14 states. In total, policies in force increased 16,817, or 2.0%, from 855,526 at December 31, 2024 to 872,343 at June 30, 2025. A summary of the recent rate adjustments that are driving written premium is discussed above under *“Overview—Trends and Geographical Distribution—Florida Trends.”*

Rate changes are applied on new business submissions at policy inception and on renewals from the effective date of their renewal, and then are earned subsequently over the policy period. The recent rate changes in Florida are in response to claim costs in recent years driven by costs of material and labor associated with claims, the cost of weather events, the cost of catastrophe and other reinsurance protecting policyholders and, more importantly, the prevalence of represented and litigated claims in Florida. Due to the time associated with analyzing data, preparing, and submitting rate filings, implementing new rate levels and earning the corresponding premiums, the Insurance Entities’ rate adjustments typically lag behind their experience by months or even years. In addition, the Insurance Entities’ policies provide for coverage limits to be adjusted at renewal which adjust insured value coverage limits for the impact of changes in inflation occurring since the prior renewal. This is based on third-party industry data sources that monitor inflation factors such as changes in costs for residential building materials and labor.

Management continues to manage policy counts and exposures intended to control the growth of exposures relating to new business. Rate changes continue to take effect, and new business underwriting rules are reviewed and updated as needed in the states in which we underwrite. Direct premiums written continue to increase across the majority of states in which we conduct business. We have policies in force in 19 states as of June 30, 2025. In addition, we are authorized to do business in Tennessee. In 2024, UPCIC received approval from its regulators in Hawaii to withdraw from the state and non-renew all policies in Hawaii. As of June 30, 2025, no policies are in force in Hawaii, and UPCIC is in the process of completing its remaining administrative tasks to finalize its withdrawal from the state. As of June 30, 2025, policies in force increased by 38,910 policies, or 4.7%; premium in force increased \$114.5 million, or 5.7%; and total insured value increased \$38.4 billion, or 11.4%, compared to June 30, 2024.

Direct premium earned increased by \$64.0 million, or 6.6%, for 2025. This change is attributed to the recognition of premiums written over the preceding twelve months, incorporating the effects of implemented rate filings and policy premium adjustments prompted by inflation-induced changes in insured values. See the discussion above for the *“—Overview-Summary of Recent Rate Changes.”*

## Reinsurance

Reinsurance enables our Insurance Entities to limit potential exposures to catastrophic events and other covered events, but it also increases costs, resulting in lower net earned premiums. These costs are generally recognized over the annual policy period (June 1-May 31). For the six months ended June 30, 2025, ceded premium earned increased \$27.0 million to \$320.8 million, (30.9% of direct premium earned), compared to \$293.7 million, (30.2% of direct premiums earned) for the same period in 2024. The increase in 2025 is attributable to reduced free protection relative to 2024, when participation in Florida’s RAP program provided certain reinsurance at no cost for part of the 2024 period. Slightly higher costs related to the new 2025-2026 reinsurance contracts, compared with the 2024-2025 reinsurance contracts, also increased costs in 2025 when compared to 2024. Refer to the previous discussion and *“Item 1— Note 4 (Reinsurance)”* for further information on the 2025-2026 reinsurance programs.

## Investment Results

Net investment income was \$33.3 million for the six months ended June 30, 2025, compared to \$28.2 million for the six months ended June 30, 2024, an increase of \$5.1 million, or 18.2%. Increased investments in our portfolio and higher average book yields on invested assets are driving growth in our investment income. However, a 50 basis point reduction by the Federal Reserve in September 2024, and market expectations of further cuts has reduced yields on our cash investments and longer dated (1yr-10yr) fixed income yields.

For the six months ended June 30, 2025, net realized and unrealized gains (losses) mainly reflected second quarter efforts to exit profitable and underperforming positions.

## Commissions, Policy Fees and Other Revenue

The majority of commissions are those earned by our licensed reinsurance intermediary, Blue Atlantic Reinsurance Corporation (“BARC”). These commissions are paid to BARC by traditional open market third-party reinsurers for placing reinsurance with our Insurance Entities. BARC does not earn commissions on reinsurance provided by the Florida Hurricane Catastrophe Fund (FHCF), catastrophe bonds or Florida’s RAP program. Commissions paid to BARC are recognized on a pro-rata basis over the underlying reinsurance treaty period, which typically runs from June 1st to May 31st of the following year. Commission revenue increased \$9.4 million, or 41.5%, from \$22.7 million in 2024 to \$32.1 million in 2025. This change was mainly attributable to increased reinsurance spending by Insurance Entities replacing expiring Florida RAP and catastrophe bond contracts that did not generate commission. Additionally, commissions earned from reinstatement premiums related to Hurricanes Helene and Milton contributed to the total increase.

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Policy fees for 2025 were \$10.1 million compared to \$10.0 million for 2024. The increase of \$0.1 million, or 1.2%, was the result of an increase in the combined total number of policies written during 2025 compared to 2024 in states in which we are permitted to charge this fee.

Other revenue, representing revenue from policy installment fees, premium financing, and other miscellaneous income, was \$4.3 million for 2025 compared to \$4.2 million for 2024.

### **Operating Costs and Expenses**

#### **Losses and Loss Adjustment Expenses**

Net losses and LAE, after reinsurance recoveries, were \$510.9 million with a 71.4% net loss ratio for 2025, compared to \$483.8 million and 71.2% net loss ratio for 2024. The increase in the net loss ratio for 2025 was primarily due to increased cost of reinsurance in the second quarter of 2025, which lowered net earned premiums, thus increasing the net loss ratio when compared to 2024. Increased premium volume in 2025 resulted in proportionate increase in net losses and LAE.

Weather-related losses during 2025 significantly decreased in Florida compared to previous years at the same development stage. As of June 30, 2025, the weather impact is less than in any of the past four years. No major weather events have occurred during 2025. Consequently, the Company's loss estimates for 2025 reflect this lack of severe weather.

During the six months ending June 30, 2025, there was \$71 thousand of prior year development, compared to no net prior year development during 2024. This prior year development was associated with increases in net losses and LAE for prior year catastrophe events. Unfavorable prior-year development arises when claims are settled for amounts exceeding previous estimates or when the liabilities for prior-year claims increase. This situation often results from rising claims costs, the impact of material and labor inflation, and increased expenses associated with litigated claims. Further details can be found under "Overview—Trends and Geographical Distribution—Florida Trends" mentioned above. We continue to observe favorable claim trends on Florida losses after the effective date of the Florida reform legislation (December 16, 2022). However, claims under policies predating the reforms exhibit greater uncertainty. Consequently, these claims in aggregate have experienced and may in the future experience adverse development as claim settlements deviate from previously estimated amounts.

During 2025, the Company continues to settle catastrophe losses on Hurricanes Helene and Milton which occurred in 2024 along with hurricanes from prior years. Our reinsurance program provided the Insurance Entities with adequate protection beyond our retention limit for these prior hurricanes.

Legislation passed in late 2022 aims to reduce claim costs in Florida as the benefits of the reforms are realized. The Company is seeing some benefits of this legislation in 2025 for policies issued after the effective date of the reforms. The transition to the new laws will take several years as many reforms only apply to policies written or renewed after the effective date. Claims under prior laws are still being adjusted, and it will be several years before the impact of abusive practices under the old laws is completely removed, allowing the full benefits of the legislation to be realized.

Consolidated net losses and LAE include results from our claims adjusting company's activities within our holding system. Adjusting claims internally offers savings for our Insurance Entities and reinsurers. Our claims team and legal group work together efficiently in Florida to handle claims, achieving synergies that third parties cannot. This coordination improves claim handling and saves money by reducing LAE at a consolidated level, especially after catastrophes. We maintain adequate staffing levels to manage claims and litigation efforts related to catastrophes. The expenses associated with these resources during regular operations may result in minimal net benefits. Profits from our claims adjusting company reduce consolidated losses and LAE; for the six months ended June 30, 2025 and 2024, there was no significant financial impact from the claims adjusting company's profits on consolidated results.

## General and Administrative Expenses

For 2025, general and administrative expenses were \$179.1 million compared to \$165.8 million during 2024, as follows (dollars in thousands):

|   | Six Months Ended<br>June 30, |        |            |        | Change    |       |
|---|------------------------------|--------|------------|--------|-----------|-------|
|   | 2025                         |        | 2024       |        | \$        | %     |
|   | \$                           | Ratio  | \$         | Ratio  |           |       |
| Premiums earned, net                      | \$ 715,914                   |        | \$ 678,983 |        | \$ 36,931 | 5.4 % |
| General and administrative expenses:      |                              |        |            |        |           |       |
| Policy acquisition costs                  | 122,452                      | 17.1 % | 111,435    | 16.4 % | 11,017    | 9.9 % |
| Other operating expenses                  | 56,634                       | 7.9 %  | 54,345     | 8.1 %  | 2,289     | 4.2 % |
| Total general and administrative expenses | \$ 179,086                   | 25.0 % | \$ 165,780 | 24.5 % | \$ 13,306 | 8.0 % |

For 2025, general and administrative expenses increased by \$13.3 million compared to 2024, which was the result of an increase in policy acquisition costs of \$11.0 million and an increase in other operating costs of \$2.3 million. The total general and administrative expense ratio was 25.0% for 2025 compared to 24.5% for 2024. See “—*Reinsurance*” section above for further information.

- The increase in policy acquisition costs of \$11.0 million was due to higher commissions resulting from a 5.4% increase in net earned premiums compared to the previous year, as well as increased commissions on the growth of premium outside of Florida, which incurs higher commissions. Additionally, accruals for expected increased agent bonus commission in 2025 contributed to higher acquisition costs.
- The increase in other operating expenses was largely driven by increased policy issuance and facility costs incurred in 2025 compared to 2024. The other operating cost ratio was 7.9% for each of the six months ended June 30, 2025 and 2024.

## Combined Ratio

As a result of the trends discussed above for losses and LAE and general and administrative expenses, the combined ratio for 2025 was 96.4% compared to 95.7% for 2024.

## Interest and Amortization of Debt Issuance Costs

Interest and amortization of debt issuance costs was \$3.2 million for each of the six months ended June 30, 2025 and 2024.

## Income Tax Expense (Benefit)

Income tax expense was \$25.3 million for 2025, compared to an income tax expense of \$26.3 million for 2024. Our effective tax rate (“ETR”) was 24.9% for 2025, as compared to 27.6% for 2024. See “*Item 1—Note 9 (Income Taxes)*” for a table of items reconciling statutory rates to the effective rate for six months ended June 30, 2025 and 2024.

## Other Comprehensive Income (Loss)

Other comprehensive income, net of taxes for 2025 was \$22.4 million compared to other comprehensive loss of \$1.5 million for 2024 reflecting after-tax changes in fair value of available-for-sale debt securities held in our investment portfolio and reclassifications out of accumulated other comprehensive income (loss) for available-for-sale debt securities sold. The improvement in 2025 reflects favorable shifts in market prices during 2025 compared to 2024. During 2025, maturing securities and investment returns were reinvested at market rates, reducing unrealized losses on maturing securities. The maturity of the remaining securities in an unrealized loss position has also reduced during the year. Over time, unrealized losses on securities in an unrealized loss position lessen as the remaining maturity shortens and securities approach their maturity or par value. See the discussion above and “*Item 1—Note 11 (Other Comprehensive Income (Loss))*” for additional information about the amounts comprising other comprehensive income (loss), net of taxes for these periods and “*Item 1—Note 3 (Investments)*” for explanations on changes in investments.

## Non-GAAP

Core revenue, representing total GAAP revenue, excluding net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments, was \$795.8 million for 2025 compared to \$744.1 million for 2024.

Adjusted operating income (loss) represents GAAP operating income (loss), excluding net realized gains (losses) on investment and net changes in unrealized gains (losses) on equity investments. Adjusted operating income was \$105.8 million for 2025 compared to adjusted operating income of \$94.6 million for 2024.

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Adjusted operating income (loss) margin represents adjusted operating income (loss) divided by core revenue. Adjusted operating income margin was 13.3% for 2025 compared to adjusted operating income margin of 12.7% for 2024.

Adjusted net income (loss) available to common stockholders represents GAAP net income (loss) available to common stockholders, excluding net realized gains (losses) on investment and net changes in unrealized gains (losses) on equity investments, net of tax. Adjusted net income available to common stockholders was \$77.1 million for 2025 compared to adjusted net income available to common stockholders of \$66.0 million for 2024.

Diluted adjusted earnings (loss) per common share represents adjusted net income (loss) available to common stockholders divided by weighted average diluted common shares outstanding. Diluted adjusted earnings per common share was \$2.66 for 2025 compared to diluted adjusted earnings per share of \$2.25 for 2024.



## Analysis of Financial Condition—As of June 30, 2025 compared to December 31, 2024

We believe that the cash flows generated from operations will be sufficient to meet our working capital requirements for at least the next twelve months. We invest amounts considered to be in excess of current working capital requirements.

The following table summarizes, by type, the carrying values of investments as of the dates presented (in thousands):

| Type of Investment                 | As of               |                      |
|------------------------------------|---------------------|----------------------|
|                                    | June 30,<br>2025    | December 31,<br>2024 |
| Available-for-sale debt securities | \$ 1,395,029        | \$ 1,269,079         |
| Equity securities                  | 92,866              | 77,752               |
| Other investments, at fair value   | 3,932               | 16,123               |
| Investment in real estate, net     | 8,179               | 8,322                |
| Total invested assets              | <u>\$ 1,500,006</u> | <u>\$ 1,371,276</u>  |

Total invested assets were \$1.50 billion as of June 30, 2025 compared to \$1.37 billion as of December 31, 2024. The increase is primarily attributable to investment of excess cash into the portfolio, unrealized gains on our debt and equity securities, and increases in net investment income. Cash and cash equivalents were \$367.1 million at June 30, 2025 compared to \$259.4 million at December 31, 2024, an increase of 41.5%. See below “*Liquidity and Capital Resources*” for more information. Cash and cash equivalents are invested short-term until needed to settle loss and LAE payments, reinsurance premium payments, and operating cash needs, or until they are deployed by our investment advisors.

See “*Item 1—Condensed Consolidated Statements of Cash Flows*” and “*Item 1—Note 3 (Investments)*” for explanations on changes in investments.

Prepaid reinsurance premiums reflect the portion of unearned ceded written premium, and may include reinstatement premiums, that will be earned on a pro-rata basis over the coverage period of our reinsurance program, which spans from June 1st to May 31st of the following year. The annual cost initially increases prepaid reinsurance, which is then reduced as prepaid reinsurance is recognized as ceded premiums earned in the Condensed Consolidated Statements of Income, over the policy period of the reinsurance, which typically runs from June 1st to May 31st. As of June 30, 2025, prepaid reinsurance increased by \$376.3 million to \$639.0 million primarily attributed to the Insurance Entities entering into the 2025-26 catastrophe reinsurance program, commencing on June 1, 2025, and expiring on May 31, 2026. For further details, please refer to “*Part I—Item 2—“Reinsurance Program”*” regarding the Company’s reinsurance placement.

Reinsurance recoverables are the estimated amount of losses, LAE, and expenses to be recovered from reinsurers. As of June 30, 2025, it decreased by \$245.6 million to \$382.0 million, primarily due to the collection of ceded paid losses from Hurricanes Helene and Milton as well as other prior events collected during the quarter.

Premiums receivable, net represents amounts receivable from policyholders. The increase in premiums receivable, net of \$5.7 million to \$83.6 million as of June 30, 2025 is consistent with premium trends including seasonality and consumer payment behaviors.

Deferred policy acquisition costs (“DPAC”) increased by \$4.0 million to \$125.2 million as of June 30, 2025, and is consistent with written premium trends and changes in commissions paid to agents. See “*Item 1—Note 5 (Insurance Operations)*” for a roll-forward in the balance of our DPAC.

Deferred income taxes represent the estimated tax asset or tax liability caused by temporary differences between the tax return basis of certain assets and liabilities and amounts recorded in the financial statements. During the six months ended June 30, 2025, deferred income tax assets decreased by \$27.1 million to \$15.1 million, primarily due to an increase in unearned premiums. Each year in June the Insurance Entities enter into new catastrophe reinsurance agreements that increase prepaid reinsurance (ceded unearned premium) which has the effect of reducing deferred income taxes in the second quarter of each year. Deferred income taxes reverse in future years as the temporary differences between book and tax reverse.

See “*Item 1—Note 6 (Liability for Unpaid Losses and Loss Adjustment Expenses)*” for a roll-forward in the balance of our unpaid losses and LAE. Unpaid losses and LAE decreased by \$193.4 million to \$765.9 million as of June 30, 2025. Overall, unpaid losses and LAE decreased, as a result of payment of current and prior year claims including the settlement of Hurricanes Helene and Milton claims during 2025 along with normal recurring claim activity.

Unearned premiums represent the portion of direct premiums written that will be earned pro-rata in the future. The increase of \$27.1 million from December 31, 2024 to \$1.09 billion as of June 30, 2025 reflects the seasonality of our business during the year.

Advance premium represents premium payments made by policyholders ahead of the effective date of the policies. The increase of \$37.6 million from December 31, 2024 to \$83.8 million as of June 30, 2025 reflects customer payment behavior and the payment behavior of mortgage escrow service providers as well as premium trends.



Reinsurance payable, net, represents the unpaid reinsurance premium installments owed to reinsurers, unpaid reinstatement premiums due to reinsurers, and cash advances received from reinsurers, if any. On June 1<sup>st</sup> of each year, we renew our core catastrophe reinsurance program and record the estimated annual cost of our reinsurance program. These estimated annual costs are increased or decreased during the year based on premium adjustments or as a result of new placements during the year. The annual cost initially increases reinsurance payable, which is then reduced as installment payments are made over the policy period of the reinsurance, which typically runs from June 1<sup>st</sup> to May 31<sup>st</sup>. The balance increased by \$489.1 million to \$709.5 million as of June 30, 2025 as a result of the Insurance Entities entering into the 2025-26 reinsurance program effective June 1, 2025. See “—*Liquidity and Capital Resources*” for more information about timing of reinsurance premium installment payments.

Income taxes payable, or recoverable, are the amounts due to or from taxing jurisdictions within one year. An income tax payable arises when current income tax liabilities exceed tax payments, whereas an income tax recoverable occurs when tax payments exceed current income tax liabilities. As of June 30, 2025, there was an income tax recoverable of \$9 million, compared to income tax payable of \$6.6 million as of December 31, 2024.

Commission payable represents amounts due agents on renewal and new policies written and estimated bonus commissions. Commission payable increased by \$3.5 million to \$29.4 million as of June 30, 2025, primarily driven by seasonality in direct premiums written since year end.

Other liabilities and accrued expenses decreased by \$7.5 million to \$41.1 million as of June 30, 2025, primarily driven by a decrease in amounts payable for accrued taxes and fees along with a reduction in other operating accrued expenses.

See “—*Liquidity and Capital Resources*” for more information about the changes in additional paid-in capital during 2025.

## **LIQUIDITY AND CAPITAL RESOURCES**

### **Liquidity**

Liquidity is a measure of a company’s ability to generate sufficient cash flows to meet its short- and long-term obligations. Funds generated from operations have been sufficient and we expect them to be sufficient to meet our current and long-term liquidity requirements.

The balance of cash and cash equivalents, excluding restricted cash, as of June 30, 2025 was \$367.1 million, compared to \$259.4 million at December 31, 2024. See “*Item 1—Condensed Consolidated Statements of Cash Flows*” for a reconciliation of the balance of cash and cash equivalents between June 30, 2025 and December 31, 2024. This increase is largely attributable to cash flows from operating activities offset by cash used in investing and financing activities. Our cash investment strategy at times includes cash investments where the right of offset against other bank accounts does not exist. A book overdraft, at times, occurs when aggregating the book balance of all accounts at a financial institution for accounts which have the right of offset, and if the aggregation results in a net negative book balance, that balance is reclassified from cash and cash equivalents in our Condensed Consolidated Balance Sheets to book overdraft. Cash and cash equivalents balances are available to settle book overdrafts, and to pay reinsurance premiums, expenses and claims. Reinsurance premiums are paid in installments during the reinsurance policy period, which runs from June 1<sup>st</sup> to May 31<sup>st</sup> of the following year. The FHCF reimbursement premiums are paid in three installments on August 1<sup>st</sup>, October 1<sup>st</sup> and December 1<sup>st</sup>, and third-party reinsurance premiums are generally paid in four installments on July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup> and April 1<sup>st</sup>, resulting in significant payments at those times. See “*Item 1—Note 12 (Commitments and Contingencies)*” and additional discussion below under the caption “—*Material Cash Requirements*” for more information.

The balance of restricted cash and cash equivalents as of June 30, 2025 and December 31, 2024 represents cash equivalents on deposit with certain regulatory agencies in the various states in which our Insurance Entities do business. In addition, restricted cash may include cash held in trust to collateralize certain policy obligations of our captive reinsurance arrangement. See “*Item 1—Note 14 (Variable Interest Entities)*”. Restricted cash and cash equivalents were \$68.6 million as of June 30, 2025 and \$2.6 million on December 31, 2024.

Liquidity is required at the holding company for us to cover the payment of holding company general operating expenses, provide for contingencies if needed, dividends to shareholders (if and when authorized and declared by our Board of Directors), payment for the possible repurchase of our common stock (if and when authorized by our Board of Directors), payment of our tax obligations to taxing authorities, settlement of taxes between subsidiaries in accordance with our tax sharing agreement, capital contributions to subsidiaries or surplus note contributions to the Insurance Entities, if needed, and interest and principal payments on outstanding debt obligations of the holding company. Effective in 2021 for UPCIC and 2022 for APPCIC, the holding company has put in place an ongoing surplus note arrangement with the Insurance Entities, which has been approved by FLOIR as the Insurance Entities' domestic regulator. Surplus notes are unsecured debt issued by the Insurance Entities that are subordinated to all claims by policyholders and creditors, with interest and principal payments on the surplus notes to the holding company being made only upon the FLOIR's express approval. Surplus notes are considered bonds in function and payout structure, but are accounted for as equity in the statutory reporting of the Insurance Entities. The holding company has outstanding with the Insurance Entities \$178.3 million in surplus notes and accrued interest as of June 30, 2025. Under the terms of the surplus notes, interest accrues at a variable rate which resets annually (currently 11.33% for 2025). The declaration and payment of future dividends to our shareholders, and any future repurchases of our common stock, will be at the discretion of our Board of Directors and will depend upon many factors, including our operating results, financial condition, debt covenants and any regulatory constraints. New regulations or changes to existing regulations or their interpretations imposed on the Company and its affiliates may also impact the availability, amount and timing of future dividend payments to the parent. Principal sources of liquidity for the holding company include dividends paid by our service entities generated from income earned on fees paid by the Insurance Entities to affiliated companies for general agency, inspections and claims adjusting services. Dividends are also paid from income earned from brokerage commissions paid by third party reinsurers earned on reinsurance contracts placed by our wholly-owned subsidiary, Blue Atlantic Reinsurance Corporation, and policy fees charged to policyholders. We also maintain high quality investments in our portfolio as a source of liquidity along with ongoing interest and dividend income earned from those investments.

The maximum amount of dividends that can be paid by Florida insurance companies without prior approval of the FLOIR is subject to restrictions as referenced below and in *"Item 1—Note 5 (Insurance Operations)."* Dividends from the Insurance Entities can only be paid from accumulated unassigned funds derived from net operating profits and net realized capital gains. Subject to such accumulated unassigned funds, the maximum dividend that may be paid by the Insurance Entities to Protection Solutions, Inc. ("PSI", formerly known as Universal Insurance Holding Company of Florida), without prior approval (an "ordinary dividend") is further limited to the lesser of statutory net income from operations of the preceding calendar year or statutory unassigned surplus as of the preceding year end. During the six months ended June 30, 2025 and the year ended December 31, 2024, the Insurance Entities did not pay dividends to PSI. As of June 30, 2025 and December 31, 2024, the Insurance Entities did not have the capacity to pay ordinary dividends.

On November 23, 2021, we issued \$100 million of 5.625% Senior Unsecured Notes due 2026. We used the net proceeds to support the Insurance Entities' statutory capital requirements and for general corporate purposes. If necessary, the Company also has amounts available under our unsecured revolving loan as discussed in *"Item 1—Note 7 (Long-term debt)."*

Liquidity for the Insurance Entities is primarily required to cover payments for reinsurance premiums, claims payments including potential payments of catastrophe losses (offset by recovery of any reimbursement amounts under our reinsurance agreements), fees paid to affiliates for managing general agency services, inspections and claims adjusting services, agent commissions, premium and income taxes, regulatory assessments, general operating expenses, and interest and principal payments on debt obligations. The principal source of liquidity for the Insurance Entities consists of the revenue generated from the collection of premiums earned, net, interest and dividend income from the investment portfolio, the collection of reinsurance recoverables and financing fees.

Our insurance operations provide liquidity as premiums are generally received months or even years before potential losses are paid under the policies written. In the event of catastrophic events, many of our reinsurance agreements provide for "cash advance" whereby reinsurers advance or prepay amounts to us, thereby providing liquidity, which we utilize in the claim settlement process. In addition, the Insurance Entities maintain substantial investments in highly liquid, marketable securities, which would generate funds upon sale. The average credit rating on our available-for-sale securities was A+ as of June 30, 2025 and December 31, 2024. Credit ratings are a measure of collection risk on invested assets. Credit ratings are provided by third party nationally recognized rating agencies and are periodically updated. Management establishes guidelines for minimum credit rating and overall credit rating for all investments. The duration of our available-for-sale securities was 3.5 years at June 30, 2025 compared to 3.4 years at December 31, 2024. Duration is a measure of a bond's sensitivity to interest rate changes and is used by management to limit the potential impact of longer-term investments.

The Insurance Entities are responsible for losses related to catastrophic events in excess of coverage provided by the Insurance Entities' reinsurance programs and retentions before our reinsurance protection commences. Also, the Insurance Entities are responsible for all other losses that otherwise may not be covered by the Insurance Entities reinsurance programs and any amounts arising in the event of a reinsurer default. Losses or a default by reinsurers may have a material adverse effect on either of the Insurance Entities or on our business, financial condition, results of operations and liquidity. See *"Item 1—Note 4 (Reinsurance)"* for more information.

## Capital Resources

Capital resources serve to protect policyholders, provide financial stability for underwriting insurance risks, and enable ongoing business development. The following table provides our stockholders' equity, total long-term debt, total capital resources, debt-to-total capital ratio and debt-to-equity ratio as of the dates presented (dollars in thousands):

|                             | As of             |                      |
|-----------------------------|-------------------|----------------------|
|                             | June 30,<br>2025  | December 31,<br>2024 |
| Stockholders' equity        | \$ 457,808        | \$ 373,250           |
| Total long-term debt        | 100,862           | 101,243              |
| Total capital resources     | <u>\$ 558,670</u> | <u>\$ 474,493</u>    |
| Debt-to-total capital ratio | 18.1 %            | 21.3 %               |
| Debt-to-equity ratio        | 22.0 %            | 27.1 %               |

Capital resources, net increased by \$84.2 million for the six months ended June 30, 2025, reflecting a net increase in total stockholders' equity, partially offset by a decline in long-term debt. The change in stockholders' equity was the result of our net income in the six months ended June 30, 2025 offset by dividends to shareholders. The change in accumulated other comprehensive income (loss) improved as a result of the reduction in unrealized losses in our debt securities portfolio. See the Condensed Consolidated Statements of Stockholders' Equity and "Item 1—Note 8 (Stockholders' Equity)" for an explanation of changes in treasury stock. The reduction during 2025 in long-term debt was primarily the result of principal payments on long-term debt of \$0.7 million offset by amortization of debt issuance costs of \$0.35 million on our 5.625% Senior Unsecured Notes due 2026. See "— Liquidity and Capital Resources" for more information.

Additional paid-in-capital increased by \$2.1 million primarily from increases in share-based compensation for the six months ended June 30, 2025.

The debt-to-total capital ratio is total long-term debt divided by total capital resources, whereas the debt-to-equity ratio is total long-term debt divided by stockholders' equity. These ratios help management measure the amount of financing leverage in place in relation to equity and future leverage capacity.

## Non-GAAP

Adjusted common stockholders' equity, representing GAAP common stockholders' equity, excluding accumulated other comprehensive income (loss), was \$498.5 million as of June 30, 2025 and \$436.3 million as of December 31, 2024.

Adjusted book value per common share, representing adjusted common stockholders' equity divided by outstanding common shares at the end of the reporting period, was \$17.85 as of June 30, 2025 and \$15.53 as of December 31, 2024.

Adjusted return on common equity representing actual or annualized adjusted net income (loss) available to common stockholders divided by average adjusted common stockholders' equity, with the denominator excluding current period income statement after-tax net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments, was 33.0% as of June 30, 2025, 30.0% as of June 30, 2024, and 12.4% as of December 31, 2024.

## Unsecured Revolving Loan

As discussed in "Item 1—Note 7 (Long-term Debt)," the Company entered into a committed and unsecured \$50.0 million revolving credit line with JP Morgan Chase Bank N.A. This agreement succeeded the previous \$50.0 million unsecured revolving credit line with J.P. Morgan Chase, N.A. As of June 30, 2025, the Company has not borrowed any amount under this unsecured revolving loan. The Company must pay an annual commitment of 0.50% of the unused portion of the commitment. Borrowings mature on May 29, 2026, 364 days after the inception date and carries an interest rate of prime rate plus a margin of 2.0% on borrowings. The credit line is subject to annual renewals. The credit line contains customary financial and other covenants, with which the Company is in compliance.

## Long-term Debt

In November 2021, we issued and sold \$100 million of 5.625% Senior Unsecured Notes due 2026 (the "Notes") to certain institutional accredited investors and qualified institutional buyers. The Notes mature on November 30, 2026, at which time the entire \$100 million of principal is due and payable. At any time on or after November 30, 2023, the Company may redeem all or part of the Notes. See "Item 1—Note 7 (Long-term debt)" for additional details. As of June 30, 2025, we were in compliance with all applicable covenants.

We will also continue to evaluate opportunities to access the debt capital markets to raise additional capital. We anticipate any proceeds would be used for general corporate purposes, including investing in the capital and surplus of the Insurance Entities.

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In addition to the funds typically generated from our operations, we maintain a prudent investment portfolio, mainly consisting of high-grade fixed income securities. Our primary goal is to safeguard capital and ensure sufficient liquidity for potential claims and other financial requirements. The portfolio also aims to achieve a comprehensive return, with a focus on investment income. Our operations have historically produced a steady flow of funds, contributing to the growth of our cash and investments. We have never needed to sell off investments to support our operations or finance activities.

In 2006, UPCIC entered into a \$25.0 million surplus note with the State Board of Administration of Florida (the “SBA”) under Florida’s Insurance Capital Build-Up Incentive Program (the “ICBUI”). The outstanding balance on this loan is \$1.84 million as of June 30, 2025. The surplus note has a twenty-year term, with quarterly payments of interest based on the 10-year Constant Maturity Treasury Index. As of June 30, 2025, UPCIC’s net written premium to surplus ratio and gross written premium to surplus ratio were in excess of the required minimums and, therefore, UPCIC is not subject to increases in interest rates. See “*Item 1—Note 7 (Long-term debt)*” for additional details. At June 30, 2025, UPCIC was in compliance with the terms of the surplus note and with each of the loan’s covenants as implemented by rules promulgated by the SBA. Total adjusted capital and surplus, which includes the surplus note, was in excess of regulatory requirements for both UPCIC and APPCIC.

### **Looking Forward**

We continue to monitor various financial metrics related to our business. Although we have not encountered significant adverse effects on our operations or liquidity, conditions are subject to change based on the economic outcomes and the pace and extent of economic, regulatory, and market developments and their impact on us. For more information on our response to the Florida market, please refer to “*Overview—Trends and Geographical Distribution—Florida Trends*.”

### **Common Stock Repurchases**

We may repurchase shares from time to time at our discretion, based on ongoing assessments of our capital needs, the market price of our common stock, and general market conditions. We will fund the share repurchase program with cash from operations. During 2025, there was one authorized repurchase plan in effect:

- On March 11, 2024, our Board of Directors authorized the repurchase of up to \$20.0 million of our common stock through March 11, 2026 (“The March 2026 Share Repurchase Program”) pursuant to which we have repurchased 106,189 shares of our common stock at an aggregate cost of approximately \$2.6 million. As of June 30, 2025, we have repurchased all authorized common stock under the March 2026 Share Repurchase Program.
- On May 1, 2025, our Board of Directors authorized the repurchase of up to \$20.0 million of our common stock through May 1, 2027 (“The May 2027 Share Repurchase Program”), pursuant to which we have repurchased 180,818 shares of our common stock at an aggregate cost of approximately \$4.8 million. As of June 30, 2025, we have the ability to purchase approximately \$15.2 million of our common stock under the May 2027 Share Repurchase Program.

In total, during the quarter ended June 30, 2025, we repurchased an aggregate of 287,007 shares of our common stock in the open market at an aggregate purchase price of \$7.4 million. See “Part II—Item 2—Unregistered Sales of Equity Securities and Use of Proceeds” for share repurchase activity during the three months ended June 30, 2025.

### **Off-Balance Sheet Arrangements**

The Company does not have any off-balance sheet arrangements that are reasonably likely to have a material effect on the financial condition, results of operations, liquidity, or capital resources of the Company, except for multi-year reinsurance contract commitments for future years that will be recorded at the commencement of the coverage period. See “*Item 1—Note 12 (Commitments and Contingencies)*” for more information.

### **Cash Dividends**

The following table summarizes the dividends declared and paid by the Company during the six months ended June 30, 2025:

| 2025           | Dividend<br>Declared Date | Shareholders<br>Record Date | Dividend<br>Payable Date | Cash Dividend<br>Per Common Share Amount |
|----------------|---------------------------|-----------------------------|--------------------------|--|
| First Quarter  | February 6, 2025          | March 7, 2025               | March 14, 2025           | \$ 0.16                                  |
| Second Quarter | April 14, 2025            | May 9, 2025                 | May 16, 2025             | \$ 0.16                                  |

In addition, see “*Item 1—Note 15 Subsequent Events*,” on July 9, 2025, the Company declared a quarterly cash dividend of \$0.16 per share of common stock, payable on August 8, 2025, to shareholders of record on August 1, 2025.

## MATERIAL CASH REQUIREMENTS

The following table represents our material cash requirements for which cash flows are fixed or determinable as of June 30, 2025 (in thousands):

|  | Total               | Next 12 Months      | Beyond 12 Months  |
|--|---------------------|---------------------|-------------------|
| Reinsurance payable and multi-year commitments (1) | \$ 1,016,545        | \$ 709,453          | \$ 307,092        |
| Unpaid losses and LAE, direct (2)                  | 765,885             | 462,767             | 303,118           |
| Long-term debt (3)                                 | 110,338             | 7,154               | 103,184           |
| Total material cash requirements                   | <u>\$ 1,892,768</u> | <u>\$ 1,179,374</u> | <u>\$ 713,394</u> |

- (1) The amount represents the payment of reinsurance premiums payable under multi-year commitments. See “Item 1—Note 12 (Commitments and Contingencies).”
- (2) There are generally no notional or stated amounts related to unpaid losses and LAE. Both the amounts and timing of future loss and LAE payments are estimates and subject to the inherent variability of legal and market conditions affecting the obligations and make the timing of cash outflows uncertain. The ultimate amount and timing of unpaid losses and LAE could differ materially from the amounts in the table above. Further, the unpaid losses and LAE do not represent all the obligations that will arise under the contracts, but rather only the estimated liability incurred through June 30, 2025. Unpaid losses and LAE are net of estimated subrogation recoveries. In addition, these balances exclude amounts recoverable from our reinsurance program. See “Item 1—Note 4 (Reinsurance)” and “—Note 6 (Liability for Unpaid Losses and Loss Adjustment Expenses).”
- (3) Long-term debt consists of a Surplus note and 5.625% Senior unsecured notes. See “Item 1—Note 7 (Long-Term Debt).”

## IMPACT OF INFLATION AND CHANGING PRICES

Our financial statements, prepared in accordance with GAAP, reflect historical dollar values without adjustments for inflation. Performance is influenced by various economic, regulatory, and market factors, including fluctuations in interest rates and inflation. Although efforts are made to consider inflation when determining insurance premiums, competitive and regulatory limitations exist. Interest rates directly affect the market value of our portfolio and investment returns. Interest rates also have an impact on our future borrowing costs. Prolonged inflation could significantly impact future costs, including costs related to settling estimated losses and LAE liabilities.

## ARRANGEMENTS WITH VARIABLE INTEREST ENTITIES

We entered into a reinsurance captive arrangement with a VIE in the normal course of business, and consolidated the VIE since we are the primary beneficiary.

For a further discussion of our involvement with the VIE, see “Item 1—Note 14 (Variable Interest Entities).”

## CRITICAL ACCOUNTING POLICIES AND ESTIMATES

There have been no material changes during the period covered by this Quarterly Report on Form 10-Q to Critical Accounting Policies and Estimates previously disclosed in “Part II, Item 7—Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our Annual Report on Form 10-K for the year ended December 31, 2024.

## NON-GAAP FINANCIAL MEASURES

Non-GAAP financial measures should be considered in addition to, and not as a substitute for or superior to, financial measures presented in accordance with GAAP. For more information regarding our key performance indicators, please refer to the section titled “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Performance Indicators.*”

The following table presents the reconciliation of GAAP revenue to core revenue, which is a non-GAAP measure (in thousands):

|   | Three Months Ended<br>June 30, |                   | Six Months Ended<br>June 30, |                   |
|---|--------------------------------|-------------------|------------------------------|-------------------|
|   | 2025                           | 2024              | 2025                         | 2024              |
| GAAP revenue  | \$ 400,141                     | \$ 380,214        | \$ 795,008                   | \$ 748,173        |
| less: Net realized gains (losses) on investments                    | 5,280                          | (311)             | 5,266                        | (388)             |
| less: Net change in unrealized gains (losses) on equity investments | (6,061)                        | 1,355             | (6,051)                      | 4,461             |
| Core Revenue  | <u>\$ 400,922</u>              | <u>\$ 379,170</u> | <u>\$ 795,793</u>            | <u>\$ 744,100</u> |

The following table presents the reconciliation of GAAP operating income (loss) to adjusted operating income (loss), which is a non-GAAP measure (in thousands):

|  | Three Months Ended<br>June 30, |                  | Six Months Ended<br>June 30, |                  |
|--|--------------------------------|------------------|------------------------------|------------------|
|  | 2025                           | 2024             | 2025                         | 2024             |
| GAAP income (loss) before income tax expense (benefit)               | \$ 46,386                      | \$ 47,905        | \$ 101,842                   | \$ 95,389        |
| add: Interest and amortization of debt issuance costs                | 1,608                          | 1,623            | 3,220                        | 3,245            |
| GAAP operating income (loss)   | 47,994                         | 49,528           | 105,062                      | 98,634           |
| less: Net realized gains (losses) on investments                     | 5,280                          | (311)            | 5,266                        | (388)            |
| less: Net changes in unrealized gains (losses) on equity investments | (6,061)                        | 1,355            | (6,051)                      | 4,461            |
| Adjusted operating income (loss)                                     | <u>\$ 48,775</u>               | <u>\$ 48,484</u> | <u>\$ 105,847</u>            | <u>\$ 94,561</u> |

The following table presents the reconciliation of GAAP operating income (loss) to adjusted operating income (loss) and margin, which are non-GAAP measures (in thousands):

|   | Three Months Ended<br>June 30, |           | Six Months Ended<br>June 30, |           |
|---|--------------------------------|-----------|------------------------------|-----------|
|   | 2025                           | 2024      | 2025                         | 2024      |
| GAAP operating income (loss)            | \$ 47,994                      | \$ 49,528 | \$ 105,062                   | \$ 98,634 |
| GAAP revenue                            | 400,141                        | 380,214   | 795,008                      | 748,173   |
| GAAP operating income (loss) margin     | 12.0 %                         | 13.0 %    | 13.2 %                       | 13.2 %    |
| Adjusted operating income (loss)        | 48,775                         | 48,484    | 105,847                      | 94,561    |
| Core revenue                            | 400,922                        | 379,170   | 795,793                      | 744,100   |
| Adjusted operating income (loss) margin | 12.2 %                         | 12.8 %    | 13.3 %                       | 12.7 %    |

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The following table presents the reconciliation of GAAP net income (loss) available to common stockholders to adjusted net income (loss) available to common stockholders, which is a non-GAAP measure (in thousands):

|  | Three Months Ended<br>June 30, |                  | Six Months Ended<br>June 30, |                  |
|--|--------------------------------|------------------|------------------------------|------------------|
|  | 2025                           | 2024             | 2025                         | 2024             |
| GAAP net income (loss)   | \$ 35,093                      | \$ 35,416        | \$ 76,532                    | \$ 69,073        |
| less: Preferred dividends  | 2                              | 2                | 5                            | 5                |
| GAAP net income (loss) available to common stockholders              | 35,091                         | 35,414           | 76,527                       | 69,068           |
| less: Net realized gains (losses) on investments                     | 5,280                          | (311)            | 5,266                        | (388)            |
| less: Net changes in unrealized gains (losses) on equity investments | (6,061)                        | 1,355            | (6,051)                      | 4,461            |
| add: Income tax effect on above adjustments                          | (192)                          | 257              | (193)                        | 1,002            |
| Adjusted net income (loss) available to common stockholders          | <u>\$ 35,680</u>               | <u>\$ 34,627</u> | <u>\$ 77,119</u>             | <u>\$ 65,997</u> |
| Weighted average common shares outstanding - Diluted                 | 29,072                         | 29,308           | 28,977                       | 29,369           |
| Diluted earnings (loss) per common share                             | \$ 1.21                        | \$ 1.21          | \$ 2.64                      | \$ 2.35          |
| Diluted adjusted earnings (loss) per common share                    | \$ 1.23                        | \$ 1.18          | \$ 2.66                      | \$ 2.25          |

The following table presents the reconciliation of GAAP stockholders' equity to adjusted stockholders' equity and book value per common share to adjusted book value per common share, which is a non-GAAP measure (in thousands):

|   | As of             |                   |                      |
|---|-------------------|-------------------|----------------------|
|   | June 30,<br>2025  | June 30,<br>2024  | December 31,<br>2024 |
| Stockholders' equity                                | \$ 457,808        | \$ 393,237        | \$ 373,250           |
| less: Preferred equity                              | 100               | 100               | 100                  |
| Common stockholders' equity                         | 457,708           | 393,137           | 373,150              |
| less: Accumulated other comprehensive income (loss) | (40,782)          | (75,718)          | (63,166)             |
| Adjusted common stockholders' equity                | <u>\$ 498,490</u> | <u>\$ 468,855</u> | <u>\$ 436,316</u>    |
| Common shares outstanding                           | 27,927            | 28,513            | 28,096               |
| Book value per common share                         | \$ 16.39          | \$ 13.79          | \$ 13.28             |
| Adjusted book value per common share                | \$ 17.85          | \$ 16.44          | \$ 15.53             |

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The following table presents the reconciliation of GAAP ROCE to adjusted ROCE, which is a non-GAAP measure (in thousands):

|  | Three Months Ended<br>June 30, |            | Six Months Ended<br>June 30, |            | Year Ended<br>December 31, |
|--|--------------------------------|------------|------------------------------|------------|----------------------------|
|  | 2025                           | 2024       | 2025                         | 2024       | 2024                       |
| Actual or annualized net income (loss) available to common stockholders          | \$ 140,364                     | \$ 141,656 | \$ 153,054                   | \$ 138,136 | \$ 58,918                  |
| Average common stockholders' equity  | 439,998                        | 378,851    | 415,429                      | 367,167    | 357,174                    |
| ROCE   | 31.9 %                         | 37.4 %     | 36.8 %                       | 37.6 %     | 16.5 %                     |
| Actual or annualized adjusted net income (loss) available to common stockholders | \$ 142,720                     | \$ 138,508 | \$ 154,238                   | \$ 131,994 | \$ 52,418                  |
| Actual or adjusted average common stockholders' equity (1)                       | 486,219                        | 454,673    | 467,699                      | 440,577    | 422,593                    |
| Adjusted ROCE  | 29.4 %                         | 30.5 %     | 33.0 %                       | 30.0 %     | 12.4 %                     |

- (1) Adjusted average common stockholders' equity excludes current period after-tax net realized gains (losses) on investments and net changes in unrealized gains (losses) on equity investments.



### Item 3. Quantitative and Qualitative Disclosures about Market Risk

Market risk is the potential for economic losses due to adverse changes in fair market value of available-for-sale debt securities, equity securities (“Financial Instruments”) and investment in real estate. We carry all of our Financial Instruments at fair market value and investment in real estate at net book value in our statement of financial condition. Our investment portfolio as of June 30, 2025 is comprised of available-for-sale debt securities and equity securities, carried at fair market value, which expose us to changing market conditions, specifically interest rates and equity price changes.

The primary objectives of the investment portfolio are the preservation of capital and providing adequate liquidity for potential claim payments and other cash needs. The portfolio’s secondary investment objective is to provide a total rate of return with an emphasis on investment income. None of our investments in risk-sensitive Financial Instruments were entered into for trading purposes.

See “Item 1—Note 3 (Investments)” for more information about our Financial Instruments.

#### Interest Rate Risk

Interest rate risk is the sensitivity of the fair market value of a fixed rate Financial Instrument to changes in interest rates. Generally, when interest rates rise, the fair value of our fixed rate Financial Instruments declines.

The following tables provide information about our fixed income Financial Instruments as of June 30, 2025 compared to December 31, 2024, which are sensitive to changes in interest rates. The tables present the expected cash flows of Financial Instruments based on years to effective maturity using amortized cost compared to fair market value and the related book yield compared to coupon yield (dollars in thousands):

|                   | June 30, 2025 |            |            |            |            |            |          | Total        |
|-------------------|---------------|------------|------------|------------|------------|------------|----------|--------------|
|                   | 2025          | 2026       | 2027       | 2028       | 2029       | Thereafter | Other    |              |
| Amortized cost    | \$ 195,000    | \$ 251,568 | \$ 208,459 | \$ 119,312 | \$ 167,961 | \$ 504,223 | \$ 3,102 | \$ 1,449,625 |
| Fair market value | \$ 193,273    | \$ 247,119 | \$ 205,603 | \$ 116,138 | \$ 160,020 | \$ 469,851 | \$ 3,025 | \$ 1,395,029 |
| Coupon rate       | 3.08 %        | 3.06 %     | 3.41 %     | 4.12 %     | 3.45 %     | 3.75 %     | 3.92 %   | 3.48 %       |
| Book yield        | 2.89 %        | 2.91 %     | 3.60 %     | 3.53 %     | 3.33 %     | 3.61 %     | 3.97 %   | 3.35 %       |

\* Years to effective maturity - 4.14 years

|                   | December 31, 2024 |            |            |            |            |            |          | Total        |
|-------------------|-------------------|------------|------------|------------|------------|------------|----------|--------------|
|                   | 2025              | 2026       | 2027       | 2028       | 2029       | Thereafter | Other    |              |
| Amortized cost    | \$ 158,437        | \$ 209,968 | \$ 248,992 | \$ 125,914 | \$ 129,322 | \$ 477,397 | \$ 3,502 | \$ 1,353,532 |
| Fair market value | \$ 156,618        | \$ 204,367 | \$ 240,785 | \$ 120,510 | \$ 120,451 | \$ 422,974 | \$ 3,374 | \$ 1,269,079 |
| Coupon rate       | 3.21 %            | 3.01 %     | 2.95 %     | 3.68 %     | 3.61 %     | 3.47 %     | 4.77 %   | 2.94 %       |
| Book yield        | 2.80 %            | 2.66 %     | 3.07 %     | 3.40 %     | 3.20 %     | 3.16 %     | 1.23 %   | 2.34 %       |

\* Years to effective maturity - 4.1 years

All securities, except those with perpetual maturities, were categorized in the tables above utilizing years to effective maturity. Effective maturity takes into consideration all forms of potential prepayment, such as call features or prepayment schedules, which shorten the lifespan of contractual maturity dates.

#### Equity Price Risk

Equity price risk is the potential for loss in fair value of Financial Instruments in common stock and mutual funds and other from adverse changes in the prices of those Financial Instruments.

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The following table provides information about the Financial Instruments in our investment portfolio subject to price risk as of the dates presented (in thousands):

|                         | June 30, 2025    |                | December 31, 2024 |                |
|-------------------------|------------------|----------------|-------------------|----------------|
|                         | Fair Value       | Percent        | Fair Value        | Percent        |
| Equity Securities:      |                  |                |                   |                |
| Common stock            | \$ 32,242        | 34.7 %         | \$ 14,409         | 18.5 %         |
| Mutual funds and other  | 60,624           | 65.3 %         | 63,343            | 81.5 %         |
| Total equity securities | <u>\$ 92,866</u> | <u>100.0 %</u> | <u>\$ 77,752</u>  | <u>100.0 %</u> |

A hypothetical decrease of 20% in the market prices of each of the equity securities held at June 30, 2025 and December 31, 2024 would have resulted in a decrease of \$18.6 million and \$15.6 million, respectively, in the fair value of those securities.

#### Item 4. Controls and Procedures

##### Evaluation of Disclosure Controls and Procedures

The Company carried out an evaluation under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Rule 13a-15 under the Exchange Act as of the end of the period covered by this report. Based on that evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that disclosure controls and procedures were effective as of June 30, 2025, to ensure that information required to be disclosed by the Company in its reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the United States Securities and Exchange Commission's ("SEC") rules and forms and that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive and principal financial officers as appropriate, to allow timely decisions regarding required disclosure.

##### Changes in Internal Control Over Financial Reporting

There was no change in the Company's internal controls over financial reporting that occurred during the period covered by this report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II — OTHER INFORMATION

### Item 1. Legal Proceedings

Lawsuits and other legal proceedings are filed against the Company from time to time. These legal matters typically include civil and administrative or regulatory considerations for which the Company obtains internal or third-party legal or other assistance to provide guidance, and when applicable, to represent and protect the Company's interest.

Many of these legal proceedings involve disputes as to coverage or the scope and amount of damage arising from direct claims or recoveries from assigned claims under contracts or policies that the Company underwrites. The Company establishes reserves for its anticipated claims obligations net of expected reinsurance. From time to time, the Company is also involved in various other legal proceedings unrelated to claims disputes. The Company contests liability and/or the amount of damages as it considers appropriate according to the facts and circumstances of each matter.

In accordance with applicable accounting guidance, the Company establishes an accrued liability for legal matters when those matters present loss contingencies that are both probable and estimable.

Legal proceedings are subject to many factors that cannot be predicted with certainty, and the Company may be exposed to losses in excess of any amounts accrued. The Company currently estimates that the reasonably possible losses for legal proceedings, whether in excess of a related accrued liability, including reserves, or where there is no accrued liability, and for which the Company is able to estimate a possible loss, are immaterial. This represents management's estimate of possible loss with respect to these matters and is based on currently available information. These estimates of possible loss do not represent our maximum loss exposure, and actual results may vary significantly from current estimates.

### Item 1A. Risk Factors

Please refer to the risk factors previously disclosed in "Part I, Item 1A—Risk Factors," included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

The table below presents purchases of our common stock during the three months ended June 30, 2025:

|                      | Total Number of<br>Shares Purchased | Average Price<br>Paid per Share (1) | Total Number of<br>Shares Purchased<br>As Part of<br>Publicly<br>Announced<br>Plans or Programs | Maximum Number<br>of Shares That<br>May Yet be<br>Purchased Under<br>the Plans or<br>Programs (2) |
|----------------------|-------------------------------------|-------------------------------------|---|---|
| 4/1/2025 - 4/30/2025 | 76,138                              | \$ 23.76                            | 76,138  | —   |
| 5/1/2025 - 5/31/2025 | 90,869                              | 26.01                               | 90,869  | —   |
| 6/1/2025 - 6/30/2025 | 120,000                             | 26.80                               | 120,000   | 547,741   |
| Total                | 287,007                             | \$ 25.74                            | 287,007   | 547,741   |

(1) The average price paid per share does not reflect brokerage commissions paid to acquire shares in open market transactions.

(2) Number of shares was calculated based on a closing price at June 30, 2025 of \$27.73 per share.

We may repurchase shares from time to time at our discretion, based on ongoing assessments of our capital needs, the market price of our common stock and general market conditions. We will fund the share repurchase program with cash from operations.

On March 11, 2024, our Board of Directors authorized the repurchase of up to \$20.0 million of our common stock through March 11, 2026 (“The March 2026 Share Repurchase Program”) pursuant to which 106,189 shares were repurchased at an aggregate cost of \$2.6 million in the quarterly period ended June 30, 2025. As of June 30, 2025, we have repurchased all common stock under the March 2026 Share Repurchase Program.

On May 1, 2025, our Board of Directors authorized the repurchase of up to \$20.0 million of our common stock through May 1, 2027 (“The May 2027 Share Repurchase Program”), pursuant to which we have repurchased 180,818 shares of our common stock at an aggregate cost of approximately \$4.8 million in the quarter ended June 30, 2025. As of June 30, 2025 we have the ability to purchase approximately \$15.2 million of our common stock under the May 2027 Share Repurchase Program.

## **Item 5. Other Information**

During the three months ended June 30, 2025, no director or Section 16 officer adopted or terminated any Rule 10b5-1 plans or non-Rule 10b5-1 trading arrangements.

### **Form 8-K, Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On July 28, 2025 (the “Effective Date”), Universal Insurance Holdings, Inc. (the “Company”) entered into an amended and restated employment agreement with Sean P. Downes, the Company’s Executive Chairman (the “Agreement”). Mr. Downes’ previous employment agreement, dated as of April 20, 2020, was superseded and replaced in all respects by the Agreement as of the Effective Date. The following summary of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, which is attached hereto as Exhibit 10.3 and incorporated herein by reference.

#### *Term*

The Agreement provides that Mr. Downes will continue to serve as the Executive Chairman of the Company for a fixed term beginning on the Effective Date and ending on December 31, 2029, unless terminated earlier in accordance with its terms (the “Term”). Upon any expiration of the Term (other than by reason of Mr. Downes’s death or disability), Mr. Downes and the Company will discuss in good faith entering into a consulting arrangement pursuant to which Mr. Downes would provide consulting and transitional services to the Company for a term of one to three years.

#### *Base Salary*

Mr. Downes will continue to receive a base salary of \$1 million, which is subject to annual review by the Compensation Committee of the Board of Directors of the Company.

#### *Annual Bonus*

Mr. Downes is eligible to receive an annual cash bonus for each calendar year ending during the Term in a target amount of 150% of base salary (with 75% of base salary for threshold performance and 300% of base salary for superior performance), with the actual annual bonus payable based on the achievement of annual financial and operational performance objectives.

#### *Annual Equity Award*

For each calendar year during the Term commencing with 2026, Mr. Downes is eligible to receive an annual equity-based award with a target value of \$1,650,000, which award will be made pursuant to the Universal Insurance Holdings, Inc. 2021 Omnibus Incentive Plan, as may be amended from time to time, and any successor plan thereto (the “Omnibus Plan”).

#### *Retention Award of Restricted Shares*

In accordance with the negotiated terms of the Agreement, Mr. Downes was awarded a one-time grant of 300,000 restricted shares under the Omnibus Plan (the “Retention Award”). One-fifth of the restricted shares subject to the Retention Award will vest on each of the first four anniversaries of the grant date, and the remaining one-fifth will vest on December 31, 2029, subject to Mr. Downes’ continued employment with the Company through the applicable vesting date. The Retention Award is subject to the terms of the Omnibus Plan and the award agreement evidencing the grant and does not provide for accelerated vesting in the event of Mr. Downes’ retirement.

#### *Termination*

If the Term expires without renewal or extension by the Company or Mr. Downes is terminated without cause or resigns for good reason (as such terms are defined in the Agreement), subject to his execution of a general release of claims in favor of the Company, he would be entitled to (i) a lump-sum cash amount equal to the sum of (A) 30 months’ base salary, (B) his target annual bonus for the year of termination, and (C) the cost of 18 months of COBRA coverage for Mr. Downes and his dependents, (ii) a pro rata portion of his annual bonus award for the year of termination, calculated based on the Company’s actual performance for such year, and (iii) full vesting of all outstanding equity awards held by Mr. Downes, with performance-based equity awards deemed earned at target performance level and stock options remaining exercisable for one year after termination (the “Equity Award Treatment”).

In the event of a change in control, and within 24 months after such change in control, if the Term expires without renewal or extension by the Company or Mr. Downes is terminated without cause or resigns for good reason, subject to his execution of a general release of claims in favor of the Company, Mr. Downes would be entitled to (i) a lump-sum cash amount equal to the sum of (A) 36 months’ base salary, (B) three times Mr. Downes’s target annual bonus for the year of termination, and (C) the cost of 18 months’ of COBRA coverage for Mr. Downes and his dependents, and (ii) the Equity Award Treatment. All such change in control payments and benefits would be reduced to the extent they would constitute an “excess parachute payment” within the meaning of Section 280G of the Internal Revenue Code, if such reduction would result in Mr. Downes receiving a higher net after-tax amount.

*Other*

Mr. Downes is subject to a non-compete provision under the Agreement that prohibits him from engaging in certain competitive activities during the Term and for a period of three years following his termination. The Agreement also contains non-disparagement, non-solicitation, non-competition, and confidentiality provisions.

**Item 6. Exhibits**

| Exhibit No.          | Exhibit  |
|----------------------|--|
| <a href="#">3.1</a>  | <a href="#">Amended and Restated Certificate of Incorporation, as amended</a> (filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K filed on February 24, 2017 and incorporated herein by reference)   |
| <a href="#">3.2</a>  | <a href="#">Amended and Restated Bylaws of Universal Insurance Holdings, Inc.</a> (filed as Exhibit 3.2 to the Company's Current Report on Form 8-K filed on June 19, 2017 and incorporated herein by reference)   |
| <a href="#">10.1</a> | <a href="#">Credit Agreement, dated May 30, 2025, by and between the Company and JP Morgan Chase Bank, N.A. as Administrative Agent.†</a>  |
| <a href="#">10.2</a> | <a href="#">Form of Notice of Grant of Restricted Stock and Terms and Conditions of Restricted Stock Award under the 2021 Omnibus Incentive Plan. †</a>  |
| <a href="#">10.3</a> | <a href="#">Amended and Restated Executive Chairman Agreement, Dated July 28, 2025, between Sean P. Downes and the Company.†</a>   |
| <a href="#">15.1</a> | <a href="#">Accountants' Acknowledgment</a>  |
| <a href="#">31.1</a> | <a href="#">Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>   |
| <a href="#">31.2</a> | <a href="#">Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>   |
| <a href="#">32</a>   | <a href="#">Certifications of Chief Executive Officer and Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>  |
| 101.1                | The following materials from Universal Insurance Holdings, Inc. Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2025, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Income, (iii) the Condensed Consolidated Statements of Comprehensive Income, (iv) the Condensed Statement of Stockholders' Equity, (v) the Condensed Consolidated Statements of Cash Flows and (vi) Notes to Condensed Consolidated Financial Statements. |
| 104                  | The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, formatted in Inline XBRL (included in Exhibit 101)  |

† Indicates management contract or compensatory plan or arrangement.

**SIGNATURES**

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

UNIVERSAL INSURANCE HOLDINGS, INC.

Date: July 30, 2025

/s/ Stephen J. Donaghy  
Stephen J. Donaghy, Chief Executive Officer

Date: July 30, 2025

/s/ Gary Lloyd Ropiecki  
Gary Lloyd Ropiecki, Principal Accounting Officer

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J.P.Morgan

CREDIT AGREEMENT

dated as of May 30, 2025

among

UNIVERSAL INSURANCE HOLDINGS, INC.

The Lenders Party Hereto JPMORGAN CHASE BANK, N.A.

as Administrative Agent

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JPMORGAN CHASE BANK, N.A.  
as Sole Bookrunner and Sole Lead Arranger

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Exhibit H – Form of Note

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CREDIT AGREEMENT (this “Agreement”) dated as of May 30, 2025 among UNIVERSAL INSURANCE HOLDINGS, INC., the LENDERS from time to time party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

The parties hereto agree as follows:

## ARTICLE I

### Definitions

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ABR”, when used in reference to any Loan or Borrowing, refers to such Loan, or the Loans comprising such Borrowing, bearing interest at a rate determined by reference to the Alternate Base Rate.

“Adjusted Daily Simple SOFR” means an interest rate per annum equal to (a) the Daily Simple SOFR, plus (b) 0.10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted Term SOFR Rate” means, for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, plus (b) 0.10%; provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Administrative Agent” means JPMorgan Chase Bank, N.A. (or any of its designated branch offices or affiliates), in its capacity as administrative agent for the Lenders hereunder.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent to the Borrower or any Lender, as the context requires.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent-Related Person” has the meaning assigned to such term in Section 9.03(d).

“Aggregate Commitment” means the aggregate of the Commitments of all of the Lenders, as reduced or increased from time to time pursuant to the terms and conditions hereof. The initial Aggregate Commitment as of the Effective Date is \$50,000,000.

“Agreement” has the meaning assigned to such term in the introductory paragraph hereof.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the

Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the

immediately preceding U.S. Government Securities Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.14(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“A.M. Best Company” means A.M. Best Company, Inc., and any successor thereto.

“Ancillary Document” has the meaning assigned to such term in Section 9.06.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Insurance Regulatory Authority” means, when used with respect to any Regulated Insurance Company, (a) the insurance department or similar Governmental Authority located in the state or jurisdiction (domestic or foreign) in which such Regulated Insurance Company is domiciled or

(ii) to the extent asserting regulatory jurisdiction over such Regulated Insurance Company, the insurance department, authority or agency in each state or jurisdiction (domestic or foreign) in which such Regulated Insurance Company is licensed, and shall include any federal or national insurance regulatory department, authority or agency that may be created and that asserts insurance regulatory jurisdiction over such Regulated Insurance Company.

“Applicable Parties” has the meaning assigned to such term in Section 8.03(c).

“Applicable Percentage” means, with respect to any Lender, the percentage of the Aggregate Commitment represented by such Lender’s Commitment; provided that, in the case of Section 2.21 when a Defaulting Lender shall exist, “Applicable Percentage” shall mean the percentage of the Aggregate Commitment (disregarding any Defaulting Lender’s Commitment) represented by such Lender’s Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender’s status as a Defaulting Lender at the time of determination.

“Applicable Rate” means, for any day, with respect to any Term Benchmark Loan, any RFR Loan or any ABR Loan or with respect to the commitment fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption “Term Benchmark Spread”, “RFR Spread”, “ABR Spread” or “Commitment Fee Rate”, as the case may be:

| <u>Term Benchmark Spread</u> | <u>RFR Spread</u> | <u>ABR Spread</u> | <u>Commitment Fee Rate</u> |
|------------------------------|-------------------|-------------------|----------------------------|
| 2.00%                        | 2.00%             | 1.00%             | 0.50%                      |

“Approved Borrower Portal” has the meaning assigned to it in Section 8.08(a).

“Approved Electronic Platform” has the meaning assigned to such term in Section 8.03(a).

“Approved Fund” has the meaning assigned to such term in Section 9.04(b).

“Arranger” means JPMorgan Chase Bank, N.A. in its capacity as sole bookrunner and sole lead arranger hereunder.

“Assignment and Assumption” means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

“Available Revolving Commitment” means, at any time with respect to any Lender, the Commitment of such Lender then in effect minus the Revolving Credit Exposure of such Lender at such time.

“Available Tenor” means, as of any date of determination and with respect to the then- current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 2.14.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Banking Services” means each and any of the following bank services provided to the Borrower or any Subsidiary by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, commercial credit cards and purchasing cards), (b) stored value cards, (c) merchant processing services and (d) treasury management services (including, without

limitation, controlled disbursement, automated clearinghouse transactions, return items, any direct debit scheme or arrangement, overdrafts and interstate depository network services).

“Banking Services Agreement” means any agreement entered into by the Borrower or any Subsidiary in connection with Banking Services.

“Bankruptcy Event” means, with respect to any Person, such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator,

trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment or has had any order for relief in such proceeding entered in respect thereof; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Benchmark” means, initially, with respect to any (i) RFR Loan, the Daily Simple SOFR or (ii) Term Benchmark Loan, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Daily Simple SOFR or Term SOFR Rate, as applicable, or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.14.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the Adjusted Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars at such time in the United States and (b) the related Benchmark Replacement Adjustment;

provided that if the Benchmark Replacement as determined pursuant to clause (1) or clause (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment,



or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Dollars at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Revolving Loan, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if such Benchmark (or component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set

forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14 and

(y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Borrower” means Universal Insurance Holdings, Inc., a Delaware corporation.

“Borrower Communications” means, collectively, any Borrowing Request, Interest Election Request, notice of prepayment, notice requesting the issuance, amendment or extension of a Letter of Credit or other notice, demand, communication, information, document or other material provided by or

on behalf of the Borrower pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Borrower to the Administrative Agent through an Approved Borrower Portal.

“Borrowing” means Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

“Borrowing Request” means a request by the Borrower for a Borrowing in accordance with Section 2.03, which shall be substantially in the form approved by the Administrative Agent and separately provided to the Borrower.

“Burdensome Restrictions” means any consensual encumbrance or restriction of the type described in clause (a) or (b) of Section 6.09.

“Business Day” means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be any such day that is only a U.S. Government Securities Business Day (a) in relation to RFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings of such RFR Loan and (b) in relation to Loans referencing the Adjusted Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Adjusted Term SOFR Rate or any other dealings of such Loans referencing the Adjusted Term SOFR Rate.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases or financing leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Change in Control” means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the date hereof), of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity

Interests of the Borrower; (b) occupation at any time of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were not (i) directors of the Borrower on the date of this Agreement or (ii) nominated or appointed by the board of directors of the Borrower; (c) the acquisition of direct or indirect Control of the Borrower by any Person or group; or (d) the occurrence of a change in control, or other similar provision, as defined in any agreement or instrument evidencing any Material Indebtedness (triggering a default or mandatory prepayment, which default or mandatory prepayment has not been waived in writing).

“Change in Law” means the occurrence after the date of this Agreement of (a) the adoption of or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) compliance by any Lender or Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender’s or Issuing Bank’s holding company, if any) with any request, rule, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith or in the implementation thereof and

(y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or

foreign regulatory authorities, in each case pursuant to Basel III, shall, in each case, be deemed to be a “Change in Law,” regardless of the date enacted, adopted, issued or implemented.

“Charges” has the meaning assigned to such term in Section 9.15.

“Class”, when used in reference to any Loan or Borrowing, refers to how such Loan, or the Loans comprising such Borrowing, are Revolving Loans.

“CME Term SOFR Administrator” means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

“Code” means the Internal Revenue Code of 1986, as amended.

“Commitment” means, with respect to each Lender, the amount set forth on Schedule 2.01 opposite such Lender’s name under the heading “Commitment”, or in the Assignment and Assumption or other documentation or record (as such term is defined in Section 9-102(a)(70) of the New York Uniform Commercial Code) contemplated hereby pursuant to which such Lender shall have assumed its Commitment, as applicable, and giving effect to (a) any reduction in such amount from time to time pursuant to Section 2.09 and (b) any reduction or increase in such amount from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04; provided that at no time shall the Revolving Credit Exposure of any Lender exceed its Commitment.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Communications” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any

Lender or the Issuing Bank by means of electronic communications pursuant to Section 8.03, including through an Approved Electronic Platform.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated Capital Expenditures” means, without duplication, any expenditures for any purchase or other acquisition of any asset which would be classified as Property and Equipment, Net on a consolidated balance sheet of the Borrower and its Subsidiaries prepared in accordance with GAAP.

“Consolidated Net Worth” means, as of any date of determination, the Net Worth of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP after appropriate deduction for any minority interests in Subsidiaries.

“Consolidated Total Assets” means, as of the date of any determination thereof, total assets of the Borrower and its Subsidiaries calculated in accordance with GAAP on a consolidated basis as of such date.

“Consolidated Total Indebtedness” means, as of the date of any determination thereof, the sum, without duplication, of (a) the aggregate Indebtedness of the Borrower and its Subsidiaries calculated on a consolidated basis as of such date in accordance with GAAP, (b) the aggregate amount of Indebtedness of the Borrower and its Subsidiaries relating to the maximum drawing amount of all letters of credit

outstanding and bankers acceptances and (c) Indebtedness of the type referred to in clauses (a) or (b) hereof of another Person guaranteed by the Borrower or any of its Subsidiaries.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms “Controlling” and “Controlled” have meanings correlative thereto.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Covered Entity” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” has the meaning assigned to it in Section 9.18.

“Credit Event” means a Borrowing, the issuance, amendment or extension of a Letter of Credit, an LC Disbursement or any of the foregoing.

“Credit Party” means the Administrative Agent, the Issuing Bank or any other Lender.

“Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. If by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Date, SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Date will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Credit Party any other amount required to be paid

by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations as of the date of certification) to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

“Demotech” means Demotech, Inc., and any successor thereto.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a division or otherwise) of any property by any Person (including any Sale and Leaseback Transaction and any issuance of Equity

Interests by a Subsidiary of such Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Dollars” or “\$” refers to lawful money of the United States of America.

“Domestic Subsidiary” means a Subsidiary organized under the laws of a jurisdiction located in the United States of America.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

“Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to (i) the environment, (ii) preservation or reclamation of natural resources, (iii) the management, release or threatened release of any Hazardous Material or (iv) health and safety matters.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest, but excluding any debt securities convertible into any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or Section 4001(14) of ERISA or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) the failure to satisfy the “minimum funding standard” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Borrower or any of its ERISA Affiliates from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition upon the Borrower or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Event of Default” has the meaning assigned to such term in Section 7.01.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case,

(i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender,

U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan, Letter of Credit or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Letter of Credit or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.19(b) or Section 9.02(b)) or

(ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender acquired the applicable interest in a Loan, Letter of Credit or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with Section 2.17(f) and (d) any withholding Taxes imposed under FATCA.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation,



rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Financial Officer” means the chief financial officer, principal accounting officer, treasurer or controller of the Borrower.

“Financials” means the annual or quarterly financial statements, and accompanying certificates and other documents, of the Borrower and its Subsidiaries required to be delivered pursuant to Section 5.01(a) or 5.01(b).

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt the initial Floor for each of the Adjusted Term SOFR Rate or the Adjusted Daily Simple SOFR shall be 0%.

“Foreign Lender” means any Lender that is not a U.S. Person.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates,

asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Historical Statutory Statements” has the meaning assigned to such term in Section 3.04(c).

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances and (k) all obligations of such Person under Sale and Leaseback Transactions; provided, however, that Indebtedness shall not include (i) intercompany obligations among a Person and its Affiliates to the extent such obligations are eliminated in the consolidated financial statements of such Person and such Affiliates; (ii) the surplus note issued by Universal Property & Casualty Insurance Company to the State Board of Administration of the State of Florida; (iii) drafts outstanding with respect to claims payments of a Regulated Insurance Company; (iv) amounts payable by a Regulated Insurance Company related to settlements, appraisal awards and judgments to the extent the applicable payment period for such amounts has not expired; (v) reinsurance premium installment obligations of a Regulated Insurance Company to the extent the payment deadline for such installments has not expired; (vi) the remittance or collection obligations of a Regulated Insurance Company for assessments levied by any guaranty fund, residual market, fair plan, catastrophe fund or similar organization to the extent such obligations are reasonably expected by such Regulated Insurance Company to be passed-through to or recouped from policyholders; (vii) tax liabilities expected to be settled in the ordinary course of business; (viii) amounts recorded by the Borrower or Subsidiaries as book overdrafts in the ordinary course of business; and (ix) settlement obligations arising from investment activity in the ordinary course of business to the extent such settlement obligations are not past due. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b) to the extent not otherwise described in clause (a) hereof, Other Taxes.

“Indemnitee” has the meaning assigned to such term in Section 9.03(c).

“Ineligible Institution” has the meaning assigned to such term in Section 9.04(b).

“Information” has the meaning assigned to such term in Section 9.12.

“Interest Coverage Ratio” has the meaning assigned to such term in Section 6.13(b).

“Interest Election Request” means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.08, which shall be substantially in the form approved by the Administrative Agent and separately provided to the Borrower.

“Interest Payment Date” means (a) with respect to any ABR Loan, the last day of each March, June, September and December and the Maturity Date, (b) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such RFR Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and the Maturity Date and (c) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period, and the Maturity Date.

“Interest Period” means with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment), as the Borrower may elect; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from this definition pursuant to Section 2.14(e) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Insurance Business” means one or more aspects of the business of issuing or underwriting insurance or reinsurance and other businesses reasonably related thereto.

“Insurance Licenses” has the meaning assigned to such term in Section 3.20.

“Insurance Model Act” means the Risk-Based Capital for Insurers Model Act as promulgated by the NAIC, as amended from time to time.

“Insurance Products” means any product provided by an insurer or service contract provider in its insurance or warranty business whereby such insurer or service contract provider undertakes to pay or indemnify another as to loss from certain specified contingencies or perils called “risks” or to pay or grant a specified amount or determinable benefit in connection with ascertainable risk contingencies or to act as a surety, including, without limitation, reinsurance agreements, reinsurance treaties, reinsurance pools, property and casualty insurance products, accident and health insurance products, life insurance products, surety bonds, specialty risk insurance programs, warranty programs, insurance loss portfolio transfers and any other insurance or reinsurance product related to the acceptance of risk or commitment to pay or indemnify another for specific types of losses.

“IRS” means the United States Internal Revenue Service.

“Issuing Bank” means JPMorgan Chase Bank, N.A. (through itself or through one of its designated affiliates or branch offices), in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.06(i). The Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“KBRA” means Kroll Bond Rating Agency, LLC, and any successor thereto.

“LC Collateral Account” has the meaning assigned to such term in Section 2.06(j).

“LC Disbursement” means a payment made by the Issuing Bank pursuant to a Letter of Credit.

“LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time, plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the LC Exposure at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms in the governing rules or laws or of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be “outstanding” and “undrawn” in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the Issuing Bank and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

“Lender Parent” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“Lender-Related Person” has the meaning assigned to such term in Section 9.03(b).

“Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall have become a Lender hereunder pursuant to an Assignment and Assumption or otherwise, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption or otherwise. Unless the context otherwise requires, the term “Lenders” includes the Issuing Bank.

“Letter of Credit” means any letter of credit issued pursuant to this Agreement.

“Letter of Credit Agreement” has the meaning assigned to such term in Section 2.06(b).

“Leverage Ratio” has the meaning assigned to such term in Section 6.13(a).

“Liabilities” means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Loan Documents” means this Agreement (including schedules and exhibits hereto), any promissory notes issued pursuant to Section 2.10(e), any Letter of Credit applications, any Letter of Credit Agreement, and all other agreements, instruments, documents and certificates identified in Section 4.01 executed and delivered to, or in favor of, the Administrative Agent or any Lenders and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of the Borrower, or any employee of the Borrower, and delivered to the Administrative Agent or any Lender in connection with this Agreement, the commercial lending facility made available hereunder, or the transactions contemplated hereby. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loans” means the loans made by the Lenders to the Borrower pursuant to this Agreement.

“Margin Stock” means margin stock within the meaning of Regulations T, U and X, as applicable.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, operations, condition (financial or otherwise) or prospects of the Borrower and the Subsidiaries taken as a whole, (b) the ability of the Borrower to perform any of its obligations under this Agreement or any other Loan Document, (c) the rights of or benefits available to the Lenders or (d) the validity or enforceability of this Agreement or any and all other Loan Documents or the rights or remedies of the Administrative Agent and the Lenders thereunder.

“Material Indebtedness” means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Borrower and its Subsidiaries in an aggregate principal amount exceeding \$10,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of the Borrower or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“Maturity Date” means May 29, 2026; provided, however, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

“Maximum Rate” has the meaning assigned to such term in Section 9.15.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“NAIC” means the National Association of Insurance Commissioners and any successor thereto.

“Net Worth” means, as to any Person, the sum of its capital stock (including its preferred stock), capital in excess of par or stated value of shares of its capital stock (including its preferred stock), retained earnings and any other account which, in accordance with GAAP, constitutes stockholders equity, excluding accumulated other comprehensive income or loss, net of taxes.

“Non-Consenting Lender” has the meaning assigned to such term in Section 9.02(d).

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m., New York City time, on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“Obligations” means all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of any of the Borrower and its Subsidiaries to any of the Lenders, the Administrative Agent, the Issuing Bank or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under this Agreement or any of the other Loan Documents or to the Lenders or any of their Affiliates under any Swap Agreement or any Banking Services Agreement or in respect of any of the Loans made or reimbursement or other obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof.

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Other Connection Taxes” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any

other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan, Letter of Credit or Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19 or Section 9.02(d)).

“Outbound Investment Rules” means the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, or any similar law or regulation; as of the date of this Agreement, and as codified at 31 C.F.R. § 850.101 et seq.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Participant” has the meaning assigned to such term in Section 9.04(c).

“Participant Register” has the meaning assigned to such term in Section 9.04(c).

“Patriot Act” means the USA PATRIOT Act of 2001.

“Payment” has the meaning assigned to such term in Section 8.06(c).

“Payment Notice” has the meaning assigned to such term in Section 8.06(c).

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Permitted Acquisition” means any acquisition (whether by purchase, merger, consolidation or otherwise) or series of related acquisitions by the Borrower or any Subsidiary of (i) all or substantially all the assets of or (ii) all or substantially all the Equity Interests in, a Person or division or line of business of a Person, if, at the time of and immediately after giving effect thereto, (a) no Default has occurred and is continuing or would arise after giving effect (including giving effect on a pro forma basis) thereto, (b) such Person or division or line of business is engaged in the same or a similar line of business as the Borrower and the Subsidiaries or business reasonably related thereto, (c) the Borrower and the Subsidiaries are in compliance, on a pro forma basis, with the covenants contained in Section 6.13 recomputed as of the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available, as if such acquisition (and any related incurrence or repayment of Indebtedness, with any new Indebtedness being deemed to be amortized over the applicable testing period in accordance with its terms) had occurred on the first day of each relevant period for testing such compliance and, if the aggregate consideration paid in respect of such acquisition exceeds \$25,000,000, the Borrower shall have delivered to the Administrative Agent a certificate of a Financial Officer of the Borrower to such effect, together with all relevant financial information, statements and projections requested by the Administrative Agent, (d) in the case of an acquisition, merger or consolidation involving the Borrower or a Subsidiary, the Borrower or such Subsidiary is the surviving entity of such merger and/or consolidation and (e) the

aggregate consideration paid in respect of such acquisition, when taken together with the aggregate consideration paid in respect of all other acquisitions, does not exceed \$50,000,000 during any fiscal year of the Borrower; provided, however, that the \$25,000,000 threshold set forth at clause (c) and the

\$50,000,000 limitation set forth at clause (e) shall not apply to (i) internal reorganizations of the Subsidiaries or (ii) the Borrower's or any Subsidiary's organization of or participation in any variable interest entity, segregated account reinsurer in connection with reinsurance purchased by a Regulated Insurance Company in the ordinary course of business.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 5.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) deposits held by any Applicable Insurance Regulatory Authority in connection with the licensing or operations of a Regulated Insurance Company in the ordinary course of business;

(f) deposits held in trust or amounts otherwise held by any variable interest entity, segregated account reinsurer, reinsurance trust or similar entity or mechanism to secure obligations under reinsurance agreements entered into by a Regulated Insurance Company in the ordinary course of business;

(g) judgment Liens in respect of judgments that do not constitute an Event of Default under Section 7.01(k);

(h) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Subsidiary;

(i) leases, licenses, subleases or sublicenses granted to third parties in the ordinary course of business and not interfering in any material respect with the ordinary conduct of business of the Borrower or any Subsidiary;

(h) Liens in favor of a banking or other financial institution arising as a matter of law or in the ordinary course of business under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution (including the right of setoff) and that are within the general parameters customary in the banking industry or arising pursuant to such banking institution's general terms and conditions;



(j) Liens on specific items of inventory or other goods (other than fixed or capital assets) and proceeds thereof of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods in the ordinary course of business;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business so long as such Liens only cover the related goods; and

(l) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

"Permitted Investments" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than \$500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;

(e) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least \$5,000,000,000; and

(f) other investments consistent with written guidelines adopted by the Borrower in accordance with its corporate governance framework or by a Regulated Insurance Company, or investments otherwise permissible as admitted investments for authorized insurance companies as set forth in Chapter 625, Part II, of the Florida Insurance Code, in each case to the extent disclosed to the Administrative Agent prior to the Effective Date.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Plan Asset Regulations” means 29 CFR § 2510.3-101 *et seq.*, as modified by Section 3(42) of ERISA, as amended from time to time.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Proceeding” means any claim, litigation, investigation, action, suit, arbitration or administrative, judicial or regulatory action or proceeding in any jurisdiction.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” has the meaning assigned to it in Section 9.18.

“Recipient” means (a) the Administrative Agent, (b) any Lender and (c) the Issuing Bank, as applicable.

“Reference Time” with respect to any setting of the then-current Benchmark means (i) if such Benchmark is the Term SOFR Rate, 5:00 a.m., Chicago time, on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (ii) if, following a Benchmark Transition Event and a Benchmark Replacement Date with respect to the Term SOFR Rate, such Benchmark is Daily Simple SOFR, then four (4) U.S. Government Securities Business Days prior to such setting or (iii) if such Benchmark is none of the Term SOFR Rate or Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

“Register” has the meaning assigned to such term in Section 9.04(b)(iv).

“Regulated Insurance Company” means any Subsidiary of the Borrower that is an authorized or admitted insurance carrier that transacts Insurance Business in any jurisdiction (foreign or domestic) and is regulated by any Applicable Insurance Regulatory Authority.

“Regulation T” means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation U” means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“Relevant Rate” means (i) with respect to any Term Benchmark Borrowing, the Adjusted Term SOFR Rate or (ii) with respect to any RFR Borrowing, the Adjusted Daily Simple SOFR, as applicable.

“Required Lenders” means, subject to Section 2.21, (a) at any time prior to the earlier of the Loans becoming due and payable pursuant to Section 7.02 or the Commitments terminating or expiring, Lenders having Revolving Credit Exposures and Unfunded Commitments representing more than 50% of the sum of the Total Revolving Credit Exposure and Unfunded Commitments at such time, provided that, solely for purposes of declaring the Loans to be due and payable pursuant to Section 7.02, the Unfunded Commitment of each Lender shall be deemed to be zero; and (b) for all purposes after the Loans become due and payable pursuant to Section 7.02 or the Commitments expire or terminate, Lenders having Revolving Credit Exposures representing more than 50% of the Total Revolving Credit Exposure at such time; provided that, in the case of clauses (a) and (b) above, for the purpose of determining the Required Lenders needed for any waiver, amendment, modification or consent of or under this Agreement or any other Loan Document, any Lender that is the Borrower or an Affiliate of the Borrower shall be disregarded.

“Required Rating” means the maintenance of:

(a) at least one of the ratings in the following table, or such higher ratings as may be required by Section B7-3-01, Property Insurance Requirements for Insurers, of the Fannie Mae Single Family Selling Guide, as in effect from time to time:

| Rating Agency     | Rating Category  |
|-------------------|--|
| A.M. Best Company | “B” or better Financial Strength                           |
| Demotech          | “A” or better Insurance Financial Stability Rating         |
| KBRA              | “BBB” or better Insurance Financial Strength Rating (IFSR) |
| S&P               | “BBB” or better Insurer Financial Strength Rating          |

and (b) at least one of the ratings in the following table, or such higher ratings as may be required by Section 4703.1, General Property Insurance Requirements of the Freddie Mac Single Family Seller/Servicer Guide, as in effect from time to time:

| Rating Agency     | Rating Category  |
|-------------------|--|
| A.M. Best Company | “B+” or better Financial Strength                          |
| Demotech          | “A” or better Insurance Financial Stability Rating         |
| KBRA              | “BBB” or better Insurance Financial Strength Rating (IFSR) |
| S&P               | “BBB” or better Insurer Financial Strength Rating          |

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer” means the president, a Financial Officer or other executive officer of the Borrower.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower or any Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Borrower or any Subsidiary.

“Reuters” means, as applicable, Thomson Reuters Corp., Refinitiv, or any successor thereto.

“Revolving Credit Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Revolving Loans and its LC Exposure at such time.

“Revolving Loan” means a Loan made pursuant to Section 2.01.

“RFR” when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted Daily Simple SOFR.

“RFR Borrowing” means, as to any Borrowing, the RFR Loans comprising such Borrowing.

“RFR Loan” means a Loan that bears interest at a rate based on the Adjusted Daily Simple SOFR.

“S&P” means S&P Global Inc., and any successor thereto.

“Sale and Leaseback Transaction” means any sale or other transfer of any property or asset by any Person with the intent to lease such property or asset as lessee other than any such transaction exclusively among the Borrower and/or its Subsidiaries provided that such transaction is eliminated in the Borrower’s consolidated financial statements.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” means, at any time, any Person subject or target of any Sanctions, including (a) any Person listed in any Sanctions-related list of designated Persons maintained by the U.S. government, including by OFAC, the U.S. Department of State, U.S. Department of Commerce, the United Nations Security Council, the European Union, any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b) (including, without limitation for purposes of defining a Sanctioned Person, as ownership and control may be defined and/or established in and/or by any applicable laws, rules, regulations, or orders).

“Sanctions” means all economic or financial sanctions, trade embargoes or similar restrictions imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority.

“SAP” means, with respect to any Regulated Insurance Company, the statutory accounting principles and accounting procedures and practices prescribed or permitted by the Applicable Insurance Regulatory Authority of the state or jurisdiction in which such Regulated Insurance Company is domiciled; it being understood and agreed that determinations in accordance with SAP for purposes of Section 6.13, including defined terms as used therein, are subject (to the extent provided therein) to Section 1.04.

“SEC” means the Securities and Exchange Commission of the United States of America.

“Securities Act” means the United States Securities Act of 1933.

“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Rate Day” has the meaning specified in the definition of “Daily Simple SOFR”.

“Solvent” means, as to any Person as of any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair saleable value of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts, including contingent debts, as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities, including contingent debts and liabilities, beyond such Person’s ability to

pay such debts and liabilities as they mature and (d) such Person is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Statutory Statements" means, with respect to any Regulated Insurance Company for any fiscal year, the annual or quarterly financial statements of such Regulated Insurance Company as required to be filed with the Applicable Insurance Regulatory Authority of its jurisdiction of domicile and in accordance with the laws of such jurisdiction, together with all exhibits, schedules, certificates and actuarial opinions required to be filed or delivered therewith.

"Subordinated Indebtedness" means any Indebtedness of the Borrower or any Subsidiary the payment of which is subordinated to payment of the obligations under the Loan Documents.

"Subordinated Indebtedness Documents" means any document, agreement or instrument evidencing any Subordinated Indebtedness or entered into in connection with any Subordinated Indebtedness.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held, or (b) that is, as of such date, otherwise Controlled by the parent and/or one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

"Supported QFC" has the meaning assigned to it in Section 9.18.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Swap Agreement.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), value added taxes, or any other goods and services, use or sales taxes, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Benchmark", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted Term SOFR Rate.

“Term SOFR Determination Day” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“Term SOFR Rate” means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such

tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the “Term SOFR Determination Day”), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m. (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“Total Capitalization” means, as at any date, the sum of Total Debt plus Consolidated Net Worth.

“Total Debt” means, as at any date, without duplication, the sum of all Indebtedness of the Borrower and its Subsidiaries on a consolidated basis, net of unamortized debt issuance costs.

“Total Revolving Credit Exposure” means, at any time, the sum of (a) the outstanding principal amount of the Revolving Loans at such time and (b) the total LC Exposure at such time.

“Total Stockholders’ Equity” means, as at any date, the total stockholders’ equity of the Borrower and its Subsidiaries as the same would appear on a consolidated balance sheet of the Borrower prepared as of such date in accordance with GAAP.

“Transactions” means the execution, delivery and performance by the Borrower of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR Rate, the Alternate Base Rate or the Adjusted Daily Simple SOFR.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain

credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unfunded Commitment” means, with respect to each Lender, the Commitment of such Lender less its Revolving Credit Exposure.

“United States” or “U.S.” mean the United States of America.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Person” means (i) for purposes of Sections 3.22 and 6.15 hereof, any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States, including any foreign branch of any such entity, or any person in the United States and (ii) for all other purposes, a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Regulated Insurance Company” means a Regulated Insurance Company organized under the laws of a jurisdiction within the United States.

“U.S. Special Resolution Regime” has the meaning assigned to it in Section 9.18.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Revolving Loan”) or by Type (e.g., a “Term”).



Benchmark Loan” or an “RFR Loan”) or by Class and Type (e.g., a “Term Benchmark Revolving Loan” or an “RFR Revolving Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Revolving Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing” or an “RFR Borrowing”) or by Class and Type (e.g., a “Term Benchmark Revolving Borrowing” or an “RFR Revolving Borrowing”).

SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The word “law” shall be construed as

referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders and decrees, of all Governmental Authorities. Unless the context requires otherwise

(a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any law, statute, rule or regulation shall, unless otherwise specified, be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

#### SECTION 1.04 Accounting Terms; GAAP; SAP; Pro Forma Calculations.

(a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP or SAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or SAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or SAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP or SAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Financial Accounting Standards Board Accounting Standards Codification 825 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at “fair value”, as defined therein and (ii) any treatment of Indebtedness under Accounting Standards Codification 470-20 or

2015-03 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. Notwithstanding anything to the contrary contained in this Section 1.04(a) or in the definition of “Capital Lease Obligations,” any change in accounting for leases pursuant to GAAP or SAP resulting from the adoption of Financial Accounting Standards Board Accounting Standards Update No. 2016-02, Leases (Topic 842), to the extent such adoption would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP or SAP as in effect on December 31, 2015, such lease shall not be considered a capital lease, and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith.

(b) All pro forma computations required to be made hereunder giving effect to any acquisition or disposition, or issuance, incurrence or assumption of Indebtedness, or other transaction shall

in each case be calculated giving pro forma effect thereto (and, in the case of any pro forma computation made hereunder to determine whether such acquisition or disposition, or issuance, incurrence or assumption of Indebtedness, or other transaction is permitted to be consummated hereunder, to any other such transaction consummated since the first day of the period covered by any component of such pro forma computation and on or prior to the date of such computation) as if such transaction had occurred on the first day of the period of four consecutive fiscal quarters ending with the most recent fiscal quarter for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b) (or, prior to the delivery of any such financial statements, ending with the last fiscal quarter included in the financial statements referred to in Section 3.04(a)), and, to the extent applicable, to the historical earnings and cash flows associated with the assets acquired or disposed of (but without giving effect to any synergies or cost savings) and any related incurrence or reduction of Indebtedness, all in accordance with Article 11 of Regulation S-X under the Securities Act. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Swap Agreement applicable to such Indebtedness).

SECTION 1.05 Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in Dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.14(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability

to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.06 Status of Obligations. In the event that the Borrower shall at any time issue or have outstanding any Subordinated Indebtedness, the Borrower shall take all such actions as shall be necessary to cause the Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Indebtedness and to enable the Administrative Agent and the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness. Without limiting the foregoing, the Obligations are hereby designated as “senior indebtedness” and as “designated senior indebtedness” and words of similar import under and in respect of any indenture or other agreement or instrument under which such Subordinated Indebtedness is outstanding and are further given all such other designations as shall be required under the terms of any such Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness.

SECTION 1.07 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit available to be drawn at such time; provided that, with respect to any Letter of Credit that, by its terms, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time.

SECTION 1.08 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

## ARTICLE II

### The Credits

SECTION 2.01 Commitments. Subject to the terms and conditions set forth herein, each Lender (severally and not jointly) agrees to make Revolving Loans to the Borrower in Dollars from time to time during the Availability Period in an aggregate principal amount that will not result in (a) such Lender’s Revolving Credit Exposure exceeding such Lender’s Commitment or (b) the Total Revolving Credit Exposure exceeding the Aggregate Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02 Loans and Borrowings. (a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender’s failure to make Loans as required.

(b) Subject to Section 2.14, each Revolving Borrowing shall be comprised entirely of ABR Loans or Term Benchmark Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.14, 2.15, 2.16 and 2.17 shall apply to such Affiliate to the same extent as to such Lender); provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Revolving Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$100,000 and not less than \$1,000,000. At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of \$100,000 and not less than \$1,000,000; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the Aggregate Commitment or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of three (3) Term Benchmark Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03 Requests for Revolving Borrowings. To request a Revolving Borrowing, the Borrower shall notify the Administrative Agent of such request by irrevocable written notice (via a written Borrowing Request signed by a Responsible Officer of the Borrower provided that, if such Borrowing Request is submitted through an Approved Borrower Portal, the foregoing signature requirement may be waived at the sole discretion of the Administrative Agent) (a) in the case of a Term Benchmark Borrowing, not later than 11:00 a.m., New York City time, three (3) U.S. Government Securities Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, one (1) Business Day before the date of the proposed Borrowing; provided that any such notice of an ABR Revolving Borrowing to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e) may be given not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each such Borrowing Request shall specify the following information in compliance with Section 2.02:

- (i) the aggregate principal amount of the requested Borrowing;
- (ii) the date of such Borrowing, which shall be a Business Day;
- (iii) whether such Borrowing is to be an ABR Borrowing or a Term Benchmark

Borrowing;

(iv) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.07.

If no election as to the Type of Revolving Borrowing is specified, then the requested Revolving Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Revolving Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Notwithstanding the foregoing, in no event shall the Borrower be permitted to request pursuant to this Section 2.03 prior to a Benchmark Transition Event and Benchmark Replacement Date with respect to the Term SOFR Rate, an RFR Loan bearing interest based on Daily Simple SOFR (it being understood and agreed that Daily Simple SOFR shall only apply to the extent provided in Sections 2.14(a) and 2.14(f)), as applicable.

SECTION 2.04 Intentionally Omitted.

SECTION 2.05 Intentionally Omitted.

SECTION 2.06 Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, the Borrower may request the Issuing Bank to issue Letters of Credit denominated in Dollars as the applicant thereof for the support of its or its Subsidiaries' obligations, in a form reasonably acceptable to the Administrative Agent and the Issuing Bank, at any time and from time to time during the Availability

Period, and the Issuing Bank may agree, but shall have no obligation, to issue such Letters of Credit; provided that there shall not at any time be more than a total of 5 Letters of Credit outstanding.

(b) Notice of Issuance, Amendment, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or telecopy (or transmit by electronic communication, including an Approved Borrower Portal, if arrangements for doing so have been approved by the Issuing Bank) to the Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment or extension, but in any event no less than three (3) Business Days) a written notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended or extended, and specifying the date of issuance, amendment or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend or extend such Letter of Credit. In addition, as a condition to any such Letter of Credit issuance, the Borrower shall have entered into a continuing agreement (or other letter of credit agreement) for the issuance of letters of credit and/or shall submit a letter of credit application, in each case, as required by the Issuing Bank and using the Issuing Bank's standard form (each, a "Letter of Credit Agreement"). In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Letter of Credit Agreement, the terms and conditions of this Agreement shall control. A Letter of Credit shall be issued, amended or extended only if (and upon issuance, amendment or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment or extension (i) the amount of the LC Exposure shall not exceed \$5,000,000, (ii) the Total Revolving Credit Exposure shall not exceed the Aggregate Commitment and (iii) each Lender's Revolving Credit Exposure shall not exceed such Lender's Commitment.

The Issuing Bank shall not be under any obligation to issue, amend or extend any Letter of Credit if:

(i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the Issuing Bank from issuing, amending or extending such Letter of Credit, or request that the Issuing Bank refrain from issuing, amending or extending such Letter of Credit, or any law applicable to the Issuing Bank shall prohibit, the issuance, amendment or extension of letters of credit generally or such Letter of Credit in particular or any such order, judgment or decree, or law shall impose upon the Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital or liquidity requirement (for which the Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the Issuing Bank any unreimbursed loss, cost or expense that was not applicable on the Effective Date and that the Issuing Bank in good faith deems material to it; or

(ii) the issuance, amendment or extension of such Letter of Credit would violate one or more policies of the Issuing Bank applicable to letters of credit generally.

(c) Expiration Date. Each Letter of Credit shall expire (or be subject to termination by notice from the Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any extension of the expiration date thereof, one year after such extension) and (ii) the date that is five (5) Business Days prior to the Maturity Date; provided that any Letter of Credit with a one-year tenor may contain customary automatic extension provisions agreed upon by the Borrower and the Issuing Bank that provide for the extension thereof for additional one-year periods (which shall in no event extend beyond the date referenced in clause (ii) above), subject to a right on the part of the Issuing Bank to prevent any such extension from occurring by giving notice to the beneficiary in advance of any such extension.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount or extending the term thereof) and without any further action on the part of the Issuing Bank or the Lenders, the Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by the Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrower for any reason, including after the Maturity Date. Each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender acknowledges and agrees that its obligations to acquire participations pursuant to this paragraph in respect of Letters of Credit and to make payments in respect of such acquired participations are absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments.

(e) Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 12:00 noon, New York City

time, on the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, if such LC Disbursement is not less than \$1,000,000, the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Revolving Borrowing in an equivalent amount of such LC Disbursement and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse the Issuing Bank, then to such Lenders and the Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse the Issuing Bank for any LC Disbursement (other than the funding of Revolving Loans as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) any payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of

such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor the Issuing Bank, nor any of their respective Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, document, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms, any error in translation or any consequence arising from causes beyond the control of the Issuing Bank; provided that the foregoing shall not be construed to excuse the Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the



foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The Issuing Bank shall, within the time allowed by applicable law or the specific terms of the Letter of Credit following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The Issuing Bank shall promptly after such examination notify the Administrative Agent and the Borrower by telephone (confirmed by telecopy or electronic mail) of such demand for payment and whether the Issuing Bank has made or will make an LC Disbursement thereunder; provided that such notice need not be given prior to payment by the Issuing Bank and any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If the Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the reimbursement is due and payable, at the rate per annum then applicable to ABR Revolving Loans and such interest shall be due and payable on the date when such reimbursement is payable; provided that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(d) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse the Issuing Bank for such LC Disbursement shall be for the account of such Lender to the extent of such payment.

(i) Replacement and Resignation of Issuing Bank. (A) The Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of the Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank

shall have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit to be issued by it thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit or extend or otherwise amend any existing Letter of Credit.

(B) Subject to the appointment and acceptance of a successor Issuing Bank, the Issuing Bank may resign as the Issuing Bank at any time upon thirty days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, the resigning Issuing Bank shall be replaced in accordance with Section 2.06(i)(A) above.



(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account or accounts with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the “LC Collateral Account”), an amount in cash equal to 105% of the amount of the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in Section 7.01(h) or 7.01(i). Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Obligations. In addition, and without limiting the foregoing or Section 2.06(c), if any LC Exposure remains outstanding after the expiration date specified in Section 2.06(c), the Borrower shall immediately deposit into the LC Collateral Account an amount in cash equal to 105% of the amount of such LC Exposure as of such date plus any accrued and unpaid interest thereon. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower’s risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements for which it has not been reimbursed, together with related fees, costs and customary processing charges, and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all Events of Default have been cured or waived.

(k) Letters of Credit Issued for Account of Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the “account party,” “applicant,” “customer,” “instructing party,” or the like of or for such Letter of Credit, and without derogating from any rights of the Issuing Bank (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the Borrower (i) shall reimburse, indemnify and compensate the Issuing Bank hereunder for such Letter of Credit (including to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of the Borrower and (ii) irrevocably waives any and all defenses that might otherwise

be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. The Borrower hereby acknowledges that the issuance of such Letters of Credit for its Subsidiaries inures to the benefit of the Borrower, and that the Borrower’s business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 2.07 Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof solely by wire transfer of immediately available funds by 12:00 noon, New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. Except in respect of the provisions of this Agreement covering the reimbursement of Letters of Credit, the Administrative Agent will make such Loans

available to the Borrower by promptly crediting the funds so received in the aforesaid account of the Administrative Agent to an account of the Borrower maintained with the Administrative Agent in New York City or Chicago and designated by the Borrower in the applicable Borrowing Request; provided that Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.08 Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election (by irrevocable written notice via an Interest Election Request signed by a Responsible Officer of the Borrower; provided that, if such Interest Election Request is submitted through an Approved Borrower Portal, the foregoing signature requirement may be waived at the sole discretion of the Administrative Agent) by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Notwithstanding any contrary provision herein, this Section shall not be construed to permit the Borrower to (i) elect an Interest Period for Term Benchmark Loans that does not comply with Section 2.02(d) or (ii) convert any Borrowing to a Borrowing of a Type not available under such Borrowing.

(c) Each Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the principal amount of the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Term Benchmark Borrowing; and

(iv) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which Interest Period shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

Notwithstanding the foregoing, in no event shall the Borrower be permitted to request pursuant to this Section 2.08(c) prior to a Benchmark Transition Event and Benchmark Replacement Date with respect to the Term SOFR Rate, an RFR Loan bearing interest based on Daily Simple SOFR (it being understood and agreed that Daily Simple SOFR shall only apply to the extent provided in Sections 2.14(a) and 2.14(f)), as applicable.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be deemed to have an Interest Period that is one (1) month. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term Benchmark Borrowing or an RFR Borrowing and

(ii) unless repaid, (A) each Term Benchmark Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (B) each RFR Borrowing shall be converted to an ABR Borrowing on the last day of the calendar month.

SECTION 2.09 Termination and Reduction of Commitments. (a) Unless previously terminated, the Commitments shall terminate on the Maturity Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of \$100,000 and not less than \$1,000,000 and (ii) the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, (A) the amount of any Lender's Revolving Credit Exposure would exceed its Commitment or (B) the Total Revolving Credit Exposure would exceed the Aggregate Commitment.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower may state that such

notice is conditioned upon the effectiveness of other credit facilities or other transactions specified therein, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.10 Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan on the Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the Obligations (including, without limitation, the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement).

(e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in the form attached hereto as Exhibit H or as otherwise approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form.

SECTION 2.11 Prepayment of Loans. The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with the provisions of this Section 2.11. The Borrower shall notify the Administrative Agent by written notice electronic communication, including an Approved Borrower Portal, if arrangements for doing so have been approved by the Administrative Agent of any prepayment hereunder (i) in the case of prepayment of (x) a Term Benchmark Revolving Borrowing, not later than 11:00 a.m., New York City time, (3) Business Days before the date of prepayment or (y) an RFR Revolving Borrowing, not later than 11:00 a.m., New York City time, five (5) Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Revolving Borrowing, not later than 11:00 a.m., New York City time, one (1) Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of

prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by (i) accrued interest to the extent required by Section 2.13 and (ii) any break funding payments required by Section 2.16.

SECTION 2.12 Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the Applicable Rate on the daily amount of the average daily amount of the Available Revolving Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which such Commitment terminates; provided that, if such Lender continues to have any Revolving Credit Exposure after its Commitment terminates, then such commitment fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposure from and including the date on which its Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Commitment fees accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the fifteenth (15<sup>th</sup>) day following such last day and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any commitment fees accruing after the date on which the Commitments terminate shall be payable on demand. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day and the last day of each period but excluding the date on which the Commitments terminate).

(b) The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in each outstanding Letter of Credit, which shall accrue on the daily maximum stated amount then available to be drawn under such Letter of Credit at the same Applicable Rate used to determine the interest rate applicable to Term Benchmark Revolving Loans, during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure and (ii) to the Issuing Bank for its own account a fronting fee, which shall accrue at the rate of 0.125% per annum on the daily maximum stated amount then available to be drawn under such Letter of Credit, during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as the Issuing Bank's standard fees with respect to the issuance, amendment or extension of any Letter of Credit and other processing fees, and other standard costs and charges, of such Issuing bank relating to the Letters of Credit as from time to time in effect. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the fifteenth (15<sup>th</sup>) day following such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Bank pursuant to this paragraph shall be payable within ten (10) days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in Dollars and immediately available funds, to the Administrative Agent (or to the Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.13 Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Term Benchmark Borrowing shall bear interest at the Adjusted Term SOFR Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Each RFR Loan shall bear interest at a rate per annum equal to the Adjusted Daily Simple SOFR plus the Applicable Rate.

(d) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(e) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate only at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year). In each case interest shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. A determination of the applicable Alternate Base Rate, Adjusted Term SOFR Rate, Term SOFR Rate, Adjusted Daily Simple SOFR or Daily Simple SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

#### SECTION 2.14 Alternate Rate of Interest.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.14, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a

Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis) for such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple SOFR; or

(ii) the Administrative Agent is advised by the Required Lenders that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period or (B) at any time, Adjusted Daily Simple SOFR will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Revolving Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for (x) an RFR Borrowing so long as the Adjusted Daily Simple SOFR is not also the subject of Section 2.14(a)(i) or (ii) above or (y) an ABR Borrowing if the Adjusted Daily Simple SOFR also is the subject of Section 2.14(a)(i) or (ii) above; provided that if the circumstances giving rise to such notice affect only one Type of Borrowing, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.14(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until

(x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan, be converted by the Administrative Agent to, and shall constitute,

(x) an RFR Borrowing so long as the Adjusted Daily Simple SOFR is not also the subject of Section 2.14(a)(i) or (ii) above or (y) an ABR Loan if the Adjusted Daily Simple SOFR also is the subject of Section 2.14(a)(i) or (ii) above, on such day, and (B) any RFR Loan shall on and from such day be converted by the Administrative Agent to, and shall constitute an ABR Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark (including any related adjustments) for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark



setting at or after 5:00 p.m., New York City time, on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from

time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.14.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then- current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for (i) a Term Benchmark Borrowing or a conversion to or continuation of Term Benchmark Loans to be made, converted or continued or (ii) a RFR Borrowing or conversion to RFR Loans, during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a Term Benchmark Borrowing or RFR Borrowing, as applicable, into a request for a Borrowing of or conversion to (A) solely with respect to any such request for a Term Benchmark Borrowing, an RFR Borrowing so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (B) an ABR Borrowing if the Adjusted Daily



Simple SOFR is the subject of a Benchmark Transition Event. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Alternate Base Rate. Furthermore, if any Term Benchmark Loan or RFR Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.14, (1) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan, be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (y) an ABR Loan if the Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event,

on such day and (2) any RFR Loan shall on and from such day be converted by the Administrative Agent to, and shall constitute an ABR Loan.

SECTION 2.15 Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender or the Issuing Bank;

(ii) impose on any Lender or the Issuing Bank or the applicable offshore interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender, the Issuing Bank or such other Recipient of making, continuing, converting or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender, the Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender, the Issuing Bank or such other Recipient hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender, the Issuing Bank or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, the Issuing Bank or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or the Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or the Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital

adequacy and liquidity), then from time to time the Borrower will pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or the Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or the Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or the Issuing Bank, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) Failure or delay on the part of any Lender or the Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or the Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or the Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or the Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or

the Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

#### SECTION 2.16 Break Funding Payments.

(a) With respect to Term Benchmark Loans, in the event of (i) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.11),

(ii) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (iii) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11 and is revoked in accordance therewith) or (iv) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19 or 9.02(d), then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(b) With respect to RFR Loans, in the event of (i) the payment of any principal of any RFR Loan other than on the Interest Payment Date applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.11), (ii) the failure to borrow or prepay any RFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11 and is revoked in accordance therewith) or (iii) the assignment of any RFR Loan other than on the Interest Payment Date applicable thereto as a result of a request by the Borrower pursuant to Section 2.19 or 9.02(d), then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

SECTION 2.17 Taxes. (a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 2.17, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority

evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to setoff and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is  
a U.S. Person:

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), an executed copy of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, an executed copy of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent

shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, an executed copy of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W- 8BEN or IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in

U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all

out- of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) Defined Terms. For purposes of this Section 2.17, the term "Lender" includes the Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.18 Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) The Borrower shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15,

2.16 or 2.17, or otherwise) in Dollars prior to 12:00 noon, New York City time on the date when due or the date fixed for any prepayment hereunder, in immediately available funds, without setoff, recoupment or

counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its applicable office or offices as described in an Administrative Questionnaire provided by the Administrative Agent to the Borrower from time to time, except payments to be made directly to the Issuing Bank as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in Dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due

hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) At the election of the Administrative Agent, all payments of principal, interest, LC Disbursements, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees and expenses pursuant to Section 9.03), and other sums payable under the Loan Documents, may be paid from the proceeds of Borrowings made hereunder whether made following a request by the Borrower pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of the Borrower maintained with the Administrative Agent. The Borrower hereby irrevocably authorizes (i) the Administrative Agent to make a Borrowing for the purpose of paying each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans and that all such Borrowings shall be deemed to have been requested pursuant to Section 2.03 and (ii) the Administrative Agent to charge any deposit account of the Borrower maintained with the Administrative Agent for each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents.

(d) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any

Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received, prior to any date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Bank pursuant to the terms of this Agreement or any other Loan Document (including any date that is fixed for prepayment by notice from the Borrower to the Administrative Agent pursuant to Section 2.11), notice from the Borrower that the Borrower will not make such payment or prepayment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith



on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

SECTION 2.19 Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15, (ii) the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17 or (iii) any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15 or 2.17) and obligations under this Agreement and the other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Commitment is being assigned, the Issuing Bank), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that (i) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (ii) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto.

SECTION 2.20 Intentionally Omitted.



SECTION 2.21 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the Issuing Bank hereunder; third, to cash collateralize LC Exposure with respect to such Defaulting Lender in accordance with this Section; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) cash collateralize future LC Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with this Section; sixth, to the payment of any amounts owing to the Lenders, the Issuing Bank as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the Issuing Bank against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure are held by the Lenders pro rata in accordance with the Commitments without giving effect to clause (d) below. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto;

(c) the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder

(including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided, further, that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders directly affected thereby shall not, except as otherwise provided in Section 9.02, require the consent of such Defaulting Lender in accordance with the terms hereof;

(d) if any LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent that such reallocation does not, as to any non-Defaulting Lender, cause such non-Defaulting Lender's Revolving Credit Exposure to exceed its Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one (1) Business Day following notice by the Administrative Agent cash collateralize for the benefit of the Issuing Bank only the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.12(a) and Section 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Bank or any other Lender hereunder, all letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Bank until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(e) so long as such Lender is a Defaulting Lender, the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.21(d), and LC Exposure related to any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.21(d)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue or (ii) the Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless the Issuing Bank shall have entered into arrangements with the Borrower or such Lender, satisfactory to the Issuing Bank to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Borrower and the Issuing Bank each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the

other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

### ARTICLE III

#### Representations and Warranties

The Borrower represents and warrants to the Lenders that:

SECTION 3.01 Organization; Powers; Subsidiaries. Each of the Borrower and its Subsidiaries is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required. Schedule 3.01 hereto (as supplemented from time to time) identifies each Subsidiary, the jurisdiction of its incorporation or organization, as the case may be, the percentage of issued and outstanding shares of each class of its capital stock or other equity interests owned by the Borrower and the other Subsidiaries and, if such percentage is not 100% (excluding directors' qualifying shares as required by law), a description of each class issued and outstanding. All of the outstanding shares of capital stock and other equity interests of each Subsidiary are validly issued and outstanding and fully paid and nonassessable and all such shares and other equity interests indicated on Schedule 3.01 as owned by the Borrower or another Subsidiary are owned, beneficially and of record, by the Borrower or any Subsidiary free and clear of all Liens. Except as identified on Schedule 3.01, there are no outstanding commitments or other obligations of the Borrower or any Subsidiary to issue, and no options, warrants or other rights of any Person to acquire, any shares of any class of capital stock or other equity interests of the Borrower or any Subsidiary.

SECTION 3.02 Authorization; Enforceability. The Transactions are within the Borrower's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders. The Loan Documents to which the Borrower is a party have been duly executed and delivered by the Borrower and constitute a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03 Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Borrower or any of its Subsidiaries or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Subsidiaries, and (d) will not result in the creation or imposition of, or the requirement to create, any Lien on any asset of the Borrower or any of its Subsidiaries.

SECTION 3.04 Financial Condition; No Material Adverse Change. (a) The Borrower has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders

equity and cash flows (i) as of and for the fiscal year ended December 31, 2024 reported on by Plante & Moran, PLLC, independent public accountants and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended March 31, 2025, certified by its chief financial officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since December 31, 2024, there has been no material adverse change in the business, assets, operations, condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries, taken as a whole.

(c) The Borrower has heretofore furnished to the Lenders copies of the annual Statutory Statements of each U.S. Regulated Insurance Company as of December 31, 2023 and 2024, and for the fiscal years then ended, each as filed with the Applicable Insurance Regulatory Authority (collectively, the “Historical Statutory Statements”); provided, that the Statutory Statement of a U.S. Regulated Insurance Company shall not be required to be delivered for any year that such U.S. Regulated Insurance Company was not a Subsidiary of the Borrower. The Historical Statutory Statements (including, without limitation, the provisions made therein for investments and the valuation thereof, reserves, policy and contract claims and statutory liabilities) have been prepared in accordance with SAP (except as may be reflected in the notes thereto and subject, with respect to the relevant quarterly statements, to the absence of notes required by SAP and to normal year-end adjustments), were in compliance with the applicable Requirements of Law when filed and present fairly in all material respects the financial condition of the respective U.S. Regulated Insurance Companies covered thereby as of the respective dates thereof and the results of operations, changes in capital and surplus and cash flow of the respective Regulated Insurance Companies covered thereby for the respective periods then ended.

SECTION 3.05 Properties. (a) Each of the Borrower and its Subsidiaries has good title to, or valid leasehold interests in, all its real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes.

(b) Each of the Borrower and its Subsidiaries owns, or is licensed to use, all trademarks, trade names, copyrights, patents and other intellectual property material to its business, and the use thereof by the Borrower and its Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06 Litigation, Environmental and Labor Matters. (a) There are no actions, suits, proceedings or investigations by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries

(i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve this Agreement or the Transactions.

(b) Except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with

any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(c) There are no strikes, lockouts or slowdowns against the Borrower or any of its Subsidiaries pending or, to their knowledge, threatened. The hours worked by and payments made to employees of the Borrower and its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law relating to such matters. All material payments due from the Borrower or any of its Subsidiaries, or for which any claim may be made against the Borrower or any of its Subsidiaries, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as liabilities on the books of the Borrower or such Subsidiary. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement under which the Borrower or any of its Subsidiaries is bound.

SECTION 3.07 Compliance with Laws and Agreements. Each of the Borrower and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.08 Investment Company Status. Neither the Borrower nor any of its Subsidiaries is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09 Taxes. Each of the Borrower and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10 ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.11 Disclosure. The Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of the Borrower or any Subsidiary to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time. As of the Effective Date, to the best knowledge of the Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Effective Date to any Lender in connection with this Agreement is true and correct in all respects.

SECTION 3.12 Liens. There are no Liens on any of the real or personal properties of the Borrower or any Subsidiary except for Liens permitted by Section 6.02.

SECTION 3.13 No Default. No Default or Event of Default has occurred and is continuing.

SECTION 3.14 No Burdensome Restrictions. The Borrower is not subject to any Burdensome Restrictions except Burdensome Restrictions permitted under Section 6.09.

SECTION 3.15 Solvency. The Borrower and its Subsidiaries taken as a whole are Solvent as of the Effective Date.

SECTION 3.16 Anti-Corruption Laws and Sanctions. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and directors and to the knowledge of the Borrower its employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary, any of their respective directors or officers or to the knowledge of the Borrower or such Subsidiary employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

SECTION 3.17 Affected Financial Institutions. The Borrower is not an Affected Financial Institution.

SECTION 3.18 Plan Assets; Prohibited Transactions. None of the Borrower or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations), and neither the execution, delivery nor performance of the transactions contemplated under this Agreement, including the making of any Loan and the issuance of any Letter of Credit hereunder, will give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

SECTION 3.19 Margin Regulations. The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Borrowing or Letter of Credit extension hereunder will be used to buy or carry any Margin Stock. Following the application of the proceeds of each Borrowing or drawing under each Letter of Credit, not more than 25% of the value of the assets (either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis) will be Margin Stock.

SECTION 3.20 Insurance Licenses. Each Regulated Insurance Company holds all licenses (including licenses or certificates of authority from Applicable Insurance Regulatory authorities), permits or authorizations necessary or otherwise required to transact insurance and reinsurance business (collectively, the “Insurance Licenses”). There is (i) no Insurance License that is the subject of a proceeding for suspension, revocation or limitation or any similar proceedings, (ii) no sustainable basis for such a suspension, revocation or limitation, and (iii) to the knowledge of the Borrower, no such suspension, revocation or limitation threatened by any Applicable Insurance Regulatory Authority, that, in

each instance under clauses (i), (ii) and (iii) above and either individually or in the aggregate, has had, or could reasonably be expected to have, a Material Adverse Effect.

SECTION 3.21 Insurance Business. All insurance policies issued by any Regulated Insurance Company are, to the extent required under applicable law, on forms approved by the insurance regulatory authorities of the jurisdictions where issued or have been filed with and not objected to by such authorities within the period for objection, except for those forms with respect to which a failure to obtain such approval or make such a filing without it being objected to, either individually or in the aggregate, has not had, and could not reasonably be expected to have, a Material Adverse Effect.

SECTION 3.22 Outbound Investment Rules. Neither the Borrower nor any of its Subsidiaries is a “covered foreign person” as that term is used in the Outbound Investment Rules. Neither the Borrower nor any of its Subsidiaries currently engages, or has any present intention to engage in the future, directly or indirectly, in (i) a “covered activity” or a “covered transaction”, as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a “covered activity” or a “covered transaction”, as each such term is defined in the Outbound Investment Rules, if the Borrower were a U.S. Person or (iii) any other activity that would cause the Administrative Agent or any Lender to be in violation of the Outbound Investment Rules or cause the Administrative Agent or any Lender to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.

## ARTICLE IV

### Conditions

SECTION 4.01 Effective Date. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received (i) from each party hereto a counterpart of this Agreement signed on behalf of such party (which, subject to Section 9.06, may include any Electronic Signatures transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page) and (ii) duly executed copies of the other Loan Documents and such other legal opinions, certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with the Transactions, all in form and substance satisfactory to the Administrative Agent and its counsel and as further described in the list of closing documents attached as Exhibit E.

(b) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of Radey Law Firm, counsel for the Borrower, substantially in the form of Exhibit B, and covering such other matters relating to the Borrower, the Loan Documents or the Transactions as the Administrative Agent shall reasonably request. The Borrower hereby requests such counsel to deliver such opinion.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Borrower, the authorization of the Transactions and any other legal matters relating to the Borrower, the Loan Documents or the Transactions, all in form and substance satisfactory to the

Administrative Agent and its counsel and as further described in the list of closing documents attached as Exhibit E.

(d) The Administrative Agent shall have received a certificate, dated the Effective Date and signed by the President, a Vice President or a Financial Officer of the Borrower, certifying (i) that the representations and warranties contained in Article III are true and correct as of such date and (ii) that no Default or Event of Default has occurred and is continuing as of such date.

(e) (i) The Administrative Agent shall have received, at least five (5) days prior to the Effective Date, all documentation and other information regarding the Borrower requested in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act, to the extent requested in writing of the Borrower at least ten (10) days prior to the Effective Date and (ii) to the extent the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, at least five (5) days prior to the Effective Date, any Lender that has requested, in

a written notice to the Borrower at least ten (10) days prior to the Effective Date, a Beneficial Ownership Certification in relation to the Borrower shall have received such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (e) shall be deemed to be satisfied).

(f) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of the Issuing Bank to issue, amend or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrower set forth in this Agreement shall be true and correct on and as of the date of such Borrowing or the date of issuance, amendment or extension of such Letter of Credit, as applicable.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

Each Borrowing and each issuance, amendment or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

## ARTICLE V

### Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall



have expired or terminated, in each case, without any pending draw, and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 5.01 Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

(a) within ninety (90) days after the end of each fiscal year of the Borrower (or, if earlier, by the date that the Annual Report on Form 10-K of the Borrower for such fiscal year would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form) commencing with the fiscal year of the Borrower ended December 31, 2025, its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Plante & Moran, PLLC or other independent public accountants of recognized national standing (without a "going concern" or like qualification, commentary or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the

financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower (or, if earlier, by the date that the Quarterly Report on Form 10-Q of the Borrower for such fiscal quarter would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form) commencing with the fiscal quarter of the Borrower ended June 30, 2025, its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Borrower (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.13; provided, however, that such calculations with respect to Section 6.13(c) shall be required only in connection with the delivery of financial statements under clause (a) above, (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate and (iv) only in connection with the delivery of financial statements under clause (a) above, certifying that in the opinion of the Regulated Insurance Companies' independent opining actuary, amounts reported by the respective Regulated Insurance Companies as net loss and loss adjustment expense reserves make a reasonable provision for all unpaid net loss and loss adjustment expense obligations of such Regulated Insurance Companies under the terms and conditions of their respective contracts and agreements;

(d) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(e) as soon as available, but in any event not later than ninety (90) days after the beginning of, and no earlier than sixty (60) days after the beginning of, each fiscal year of the Borrower, a copy of the plan and forecast (including a projected consolidated balance sheet, income statement and funds flow statement) of the Borrower for each quarter of the upcoming fiscal year in form reasonably satisfactory to the Administrative Agent;

(f) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be;

(g) promptly after receipt thereof by the Borrower or any Subsidiary, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any material investigation or possible investigation, or other material inquiry by

the SEC or such other agency regarding financial or other operational results of the Borrower or any Subsidiary thereof;

(h) promptly following any request therefor, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of the Borrower by independent accountants in connection with the accounts or books of the Borrower or any Subsidiary, or any audit of any of them as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request;

(i) by no later than the following dates, a copy of each Statutory Statement filed, or required to be filed, by each Regulated Insurance Company: (I) in the case of annual Statutory Statements,

(1) upon the earlier of (x) fifteen (15) days after the regulatory filing date (after giving effect to any extension of such regulatory filing date obtained from, or granted by, any Applicable Insurance Regulatory Authority) or (y) seventy-five (75) days after the close of each fiscal year of such Regulated Insurance Company, in each case with such Statutory Statements being certified by a Financial Officer of such Regulated Insurance Company and prepared in accordance with SAP, and (2) no later than each June 15, copies of such Statutory Statements audited and certified by independent certified public accountants of recognized national standing and (II) in the case of quarterly Statutory Statements, upon the earlier of (x) ten

(10) days after the regulatory filing date or (y) sixty (60) days after the close of each of the first three

(3) fiscal quarters of each fiscal year of such Regulated Insurance Company, in each case such Statutory Statements being certified by a Financial Officer of such Regulated Insurance Company and prepared in accordance with SAP;

(j) promptly following the delivery or receipt, as the case may be, by any Regulated Insurance Company or any of their respective Subsidiaries, copies of (A) each registration, filing or submission made by or on behalf of any Regulated Insurance Company with any Applicable Insurance Regulatory Authority, (B) each examination and/or audit report submitted to any Regulated Insurance Company by any Applicable Insurance Regulatory Authority, (C) all information which the Lenders may from time to time reasonably request with respect to the nature or status of any deficiencies or violations

reflected in any examination report or other similar report, and (D) each report, order, direction, instruction, approval, authorization, license or other notice which the Borrower or any Regulated Insurance Company may at any time receive from any Applicable Insurance Regulatory Authority, in each of (A) through

(D) that is material to the Borrower and its Subsidiaries, taken as a whole, as reasonably determined by the Board of Directors of the Borrower, a duly authorized committee thereof or a Responsible Officer of the Borrower;

(k) promptly following notification thereof from a Governmental Authority, notification of the suspension, material limitation, termination or non-renewal of, or the taking of any other materially adverse action in respect of, any material Insurance License;

(l) promptly after (i) A.M. Best Company shall have announced a downgrade in the financial strength rating of any Regulated Insurance Company, (ii) Demotech shall have announced a downgrade in the financial stability rating of any Regulated Insurance Company, (iii) KBRA shall have announced a downgrade in the insurance financial strength rating of any Regulated Insurance Company or

(iv) S&P shall have announced a downgrade in the financial strength rating of any Regulated Insurance Company, written notice of such rating change; and

(m) promptly following any request therefor, (x) such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request and (y) information and documentation reasonably requested by the Administrative

Agent or any Lender for purposes of compliance with applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation.

Documents required to be delivered pursuant to Section 5.01(a), (b), (f) or (g) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which such materials are publicly available as posted on the Electronic Data Gathering, Analysis and Retrieval system (EDGAR); or

(ii) on which such documents are posted on the Borrower’s behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether made available by the Administrative Agent); provided that: (A) upon written request by the Administrative Agent (or any Lender through the Administrative Agent) to the Borrower, the Borrower shall deliver paper copies of such documents to the Administrative Agent or such Lender until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (B) the Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such document to it and maintaining its copies of such documents.

SECTION 5.02 Notices of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

- (a) the occurrence of any Default;
- (b) the filing or commencement of any Proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Affiliate thereof, including pursuant to any applicable Environmental Laws, that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;
- (c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;
- (d) notice of any action arising under any Environmental Law or of any noncompliance by the Borrower or any Subsidiary with any Environmental Law or any permit, approval, license or other authorization required thereunder that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;
- (e) any material change in accounting or financial reporting practices by the Borrower or any Subsidiary;
- (f) any change in the credit ratings from a credit rating agency, or the placement by a credit rating agency of the Borrower on a “CreditWatch” or “WatchList” or any similar list, in each case with negative implications, or the cessation by a credit rating agency of, or its intent to cease, rating the Borrower’s debt;
- (g) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect; and
- (h) any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice delivered under this Section (i) shall be in writing, (ii) shall contain a heading or a reference line that reads “Notice under Section 5.02 of the Universal Insurance Holdings, Inc. Credit Agreement dated May 30, 2025” and (iii) shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Existence; Conduct of Business. The Borrower will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03.

SECTION 5.04 Payment of Obligations. The Borrower will, and will cause each of its Subsidiaries to, pay its obligations, including Tax liabilities, that, if not paid, could result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and

(c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05 Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, and (b) maintain, with financially sound and reputable insurance companies, insurance in such amounts (with no greater risk retention) and against such risks (including loss or damage by fire and loss in transit; theft, burglary, pilferage, larceny, embezzlement, and other criminal activities; business interruption; and general liability) and such other hazards, as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations. The Borrower will furnish to the Lenders, upon request of the Administrative Agent, information in reasonable detail as to the insurance so maintained.

SECTION 5.06 Books and Records; Inspection Rights. The Borrower will, and will cause each of its Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon at least three (3) Business Days' notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants (and hereby authorizes the Administrative Agent and each Lender to contact its independent accountants directly) and to provide contact information for each bank where the Borrower has a depository and/or securities account and the Borrower hereby authorizes the Administrative Agent and each Lender to contact the bank(s) in order to request bank statements and/or balances, all at such reasonable times and as often as reasonably requested. The Borrower acknowledges that the Administrative Agent, after exercising its rights of inspection, may prepare and distribute to the Lenders certain reports pertaining to the Borrower and its Subsidiaries' assets for internal use by the Administrative Agent and the Lenders.

SECTION 5.07 Compliance with Laws and Material Contractual Obligations. The Borrower will, and will cause each of its Subsidiaries to, (i) comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property (including without limitation Environmental Laws) and (ii) perform in all material respects its obligations under material agreements to which it is a party, in each case except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.08 Use of Proceeds. The proceeds of the Loans will be used only to finance, and Letters of Credit will be issued only to support, the working capital needs, including other capital needs, and for general corporate purposes, of the Borrower and its Subsidiaries in the ordinary course of business. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating

any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, except to the extent permitted for a Person required to comply with Sanctions, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

SECTION 5.09 Accuracy of Information. The Borrower will ensure that any information, including financial statements or other documents, furnished to the Administrative Agent or the Lenders in connection with this Agreement or any amendment or modification hereof or waiver hereunder contains no material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the furnishing of such information shall be deemed to be a representation and warranty by the Borrower on the date thereof as to the matters specified in this Section 5.09.

## ARTICLE VI

### Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated, in each case, without any pending draw, and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 6.01 Indebtedness. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) the Obligations;

(b) Indebtedness existing on the date hereof and set forth in Schedule 6.01 and extensions, renewals and replacements of any such Indebtedness with Indebtedness of a similar type that does not increase the outstanding principal amount thereof (except by the amount of any accrued interest and premiums with respect to such Indebtedness and transaction fees, costs and expenses in connection with such extension, renewal or replacement thereof);

(c) Indebtedness of the Borrower to any Subsidiary and of any Subsidiary to the Borrower or any other Subsidiary; provided that (i) Indebtedness of any Subsidiary to the Borrower shall be subject to the limitations set forth in Section 6.05(d) and (ii) Indebtedness of the Borrower to any Subsidiary shall be subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(d) Guarantees by the Borrower of Indebtedness of any Subsidiary and by any Subsidiary of Indebtedness of the Borrower or any other Subsidiary;

(e) Indebtedness of the Borrower or any Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof; provided that (i) such Indebtedness is incurred prior to or within ninety (90) days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed \$15,000,000 at any time outstanding;

(f) Indebtedness of any Person that becomes a Subsidiary after the date hereof; provided that (i) such Indebtedness exists at the time such Person becomes a Subsidiary and is not created in contemplation of or in connection with such Person becoming a Subsidiary and (ii) the aggregate principal amount of Indebtedness permitted by this clause (f) shall not exceed \$25,000,000 at any time outstanding;

(g) Indebtedness of the Borrower or any Subsidiary as an account party in respect of trade letters of credit;

(h) Indebtedness of the Borrower or any Regulated Insurance Company under Swap Agreements to the extent permitted by Section 6.06;

(i) Indebtedness of the Borrower or any Subsidiary secured by a Lien on any asset of the Borrower or any Subsidiary; provided that the aggregate outstanding principal amount of Indebtedness permitted by this clause (i) shall not in the aggregate exceed \$25,000,000 at any time;

(j) unsecured Indebtedness in an aggregate principal amount not exceeding \$40,000,000 at any time outstanding; and

(k) unsecured Indebtedness of the Borrower, to the extent not otherwise permitted under this Section 6.01; provided that (i) both immediately prior to and after giving effect (including pro forma effect) thereto, no Default or Event of Default shall exist or would result therefrom, (ii) such Indebtedness matures after the date that is 181 days after the Maturity Date (it being understood that any provision requiring an offer to purchase such Indebtedness as a result of change of control or asset sale or other fundamental change shall not violate the foregoing restriction), (iii) such Indebtedness is not guaranteed by any Subsidiary of the Borrower and (iv) the covenants applicable to such Indebtedness are not more onerous or more restrictive in any material respect (taken as a whole) than the applicable covenants set forth in this Agreement (as determined by the board of directors of the Borrower in good faith).

SECTION 6.02 Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Borrower or any Subsidiary existing on the date hereof and set forth in Schedule 6.02; provided that (i) such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the date hereof and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof (except by the amount of any accrued interest and premiums with respect to such Indebtedness and transaction fees, costs and expenses in connection with such extension, renewal or replacement thereof);

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Subsidiary and (iii) such Lien shall secure only those obligations which it secures on the date of such

acquisition or the date such Person becomes a Subsidiary, as the case may be, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof (except by the amount of any accrued interest and premiums with respect to such Indebtedness and transaction fees, costs and expenses in connection with such extension, renewal or replacement thereof);

(d) Liens on fixed or capital assets acquired, constructed or improved by the Borrower or any Subsidiary; provided that (i) such security interests secure Indebtedness permitted by clause (e) of Section 6.01, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within ninety (90) days after such acquisition or the completion of such construction or improvement and (iii) such security interests shall not apply to any other property or assets of the Borrower or any Subsidiary;

(e) Liens securing obligations owed by the Borrower to any of its Subsidiaries or owed by any Subsidiary of the Borrower to the Borrower or any other Subsidiary of the Borrower, in each case solely to the extent that such Liens are required or requested by an Applicable Insurance Regulatory Authority, rating agencies, clients or brokers for such Person to maintain such obligations;

(f) Liens on investments and cash balances of any Regulated Insurance Company securing obligations of such Regulated Insurance Company in respect of trust or similar arrangements formed, letters of credit issued or funds withheld balances established, in each case, in the ordinary course of business for the benefit of policyholders or cedents to secure insurance or reinsurance recoverables owed to them by such Regulated Insurance Company; and

(g) Liens on assets of the Borrower and its Subsidiaries not otherwise permitted above so long as the aggregate principal amount of the Indebtedness and other obligations subject to such Liens does not at any time exceed \$25,000,000.

SECTION 6.03 Fundamental Changes. (a) The Borrower will not, and will not permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or otherwise Dispose of all or substantially all of its assets, or all or substantially all of the Equity Interests of any of its Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing:

(i) any Person may merge into the Borrower in a transaction in which the Borrower is the surviving corporation;

(ii) any Subsidiary may merge into the Borrower or another Subsidiary in a transaction in which the surviving entity is such Subsidiary or the Borrower; provided that any such merger involving the Borrower must result in the Borrower as the surviving entity;

(iii) Dispositions permitted by Section 6.04; and

(iv) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders;

provided that any such merger or consolidation involving a Person that is not a wholly-owned Subsidiary immediately prior to such merger or consolidation shall not be permitted unless it is also permitted by Section 6.05.



(b) The Borrower will not, and will not permit any Subsidiary to, engage in any line or lines of business, to any material extent, other than (i) those lines of business conducted by the Borrower and its Subsidiaries on the Effective Date (which, for the avoidance of doubt, includes the Insurance Business and the marketing, sale and administration of Insurance Products), (ii) owning and operating insurance companies and (iii) businesses reasonably, complementary or incidental to any of the foregoing; provided, however, that the revenues attributable to the Insurance Business and the marketing, sale and administration of Insurance Products shall at no time constitute less than 66 2/3% of the consolidated revenues of the Borrower and its Subsidiaries.

(c) The Borrower will not make any change in (i) its accounting policies or financial reporting practices except as required or permitted by GAAP or SAP, as the case may be, in effect from time to time or (ii) its fiscal year.

SECTION 6.04 Dispositions. The Borrower will not, and will not permit any Subsidiary to, make any Disposition, except:

- (a) Dispositions of obsolete or worn out property in the ordinary course of business;
- (b) Dispositions of inventory and Permitted Investments in the ordinary course of business;
- (c) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;
- (d) Dispositions of property by the Borrower or any Subsidiary to any Subsidiary;
- (e) leases, licenses, subleases or sublicenses (including the provision of open source software under an open source license) granted in the ordinary course of business and on ordinary commercial terms that do not interfere in any material respect with the business of the Borrower and its Subsidiaries;
- (f) Dispositions of intellectual property rights that are no longer used or useful in the business of the Borrower and its Subsidiaries;
- (g) the discount, write-off or Disposition of accounts receivable overdue by more than ninety days, in each case in the ordinary course of business;
- (h) Restricted Payments permitted by Section 6.08 and investments permitted by Section 6.05;
- (i) sale by a Regulated Insurance Company of subrogation recoverables or the right to pursue subrogation actions;
- (j) ceding of insurance or reinsurance in the ordinary course of business; and
- (k) Dispositions by the Borrower and its Subsidiaries not otherwise permitted under this Section; provided that the aggregate carried book value of all property Disposed of pursuant to this clause (k) in any fiscal year of the Borrower shall not exceed \$50,000,000.

SECTION 6.05 Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, and will not permit any of its Subsidiaries to, purchase, hold or acquire (including pursuant to any merger or consolidation with any Person that was not a wholly owned Subsidiary prior to such merger or consolidation) any capital stock, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any Person or any assets of any other Person constituting a business unit, except:

(a) Permitted Investments;

(b) Permitted Acquisitions;

(c) investments by the Borrower and its Subsidiaries existing on the date hereof in the capital stock of its Subsidiaries;

(d) (i) investments, loans, advances or capital contributions made by the Borrower in or to any Regulated Insurance Company; (ii) investments, loans, advances or capital contributions made by the Borrower in or to an Subsidiary other than a Regulated Insurance Company; and (iii) loans made by any Subsidiary in or to the Borrower or any other Subsidiary (provided that with respect to clause (d)(ii) and (d)(iii) not more than an aggregate amount of \$50,000,000 in loans or advances may remain outstanding, at any time, by the Borrower to Subsidiaries);

(e) Guarantees constituting Indebtedness permitted by Section 6.01(d); and

(f) any other investment, loan or advance (other than acquisitions) so long as the aggregate amount of all such investments, loans and advances does not exceed \$25,000,000 at any time outstanding.

SECTION 6.06 Swap Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any Swap Agreement, except:

(a) Swap Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure (other than those in respect of Equity Interests of the Borrower or any of its Subsidiaries);

(b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary; and

(c) Swap Agreements entered into by the Borrower or any Regulated Insurance Company from time to time in connection with the Borrower's or such Regulated Insurance Company's investment portfolio and in accordance with the Investment Policy of the Borrower or such Regulated Insurance Company, as applicable.

SECTION 6.07 Transactions with Affiliates. The Borrower will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of business at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from

unrelated third parties, (b) transactions between or among the Borrower and its wholly owned Subsidiaries not involving any other Affiliate and (c) any Restricted Payment permitted by Section 6.08.

SECTION 6.08 Restricted Payments. The Borrower will not, and will not permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (a) the Borrower may declare and pay dividends with respect to its Equity Interests as payable solely in additional shares of its common stock, (b) Subsidiaries may declare and pay dividends ratably with respect to their Equity Interests, (c) the Borrower may make Restricted Payments pursuant to and in accordance with stock option plans, stock-based compensation plans or other benefit plans approved by the Borrower's shareholders, (d) the Borrower may repurchase shares of the Borrower's common stock in accordance with a share purchase plan approved by the Borrower's board of directors and filed with the Securities and Exchange Commission so long as no Default or Event of Default has occurred and is continuing prior to making such Restricted Payment or would arise after giving effect (including giving effect on a pro forma basis) thereto and the aggregate amount of all such Restricted Payments during the term of this Agreement does not exceed \$20,000,000 and (e) the Borrower and its Subsidiaries may make any other Restricted Payment so long as no Default or Event of Default has occurred and is continuing prior to making such Restricted Payment or would arise after giving effect (including giving effect on a pro forma basis) thereto and the aggregate amount of all such Restricted Payments during the term of this Agreement does not exceed \$35,000,000.

SECTION 6.09 Restrictive Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to holders of its Equity Interests or to make or repay loans or advances to the Borrower or any other Subsidiary or to Guarantee Indebtedness of the Borrower or any other Subsidiary; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law, rule or regulation (including any Applicable Insurance Regulatory Authority) or by any Loan Document, (ii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale; provided that such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (iii) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iv) clause (a) of the foregoing shall not apply to customary provisions in leases and other contracts restricting the assignment thereof and (v) the foregoing shall not apply to restrictions or conditions set forth in any agreement governing Indebtedness permitted by Section 6.01; provided that such restrictions and conditions are no more restrictive, taken as a whole, than the comparable restrictions and conditions set forth in this Agreement as determined in the good faith judgment of the board of directors of the Borrower.

SECTION 6.10 Subordinated Indebtedness and Amendments to Subordinated Indebtedness Documents. The Borrower will not, and will not permit any Subsidiary to, directly or indirectly voluntarily prepay, defease or in substance defease, purchase, redeem, retire or otherwise acquire, any Subordinated Indebtedness or any Indebtedness from time to time outstanding under the Subordinated Indebtedness Documents. Furthermore, the Borrower will not, and will not permit any Subsidiary to, amend the Subordinated Indebtedness Documents or any document, agreement or instrument evidencing any Indebtedness incurred pursuant to the Subordinated Indebtedness Documents (or any replacements, substitutions, extensions or renewals thereof) or pursuant to which such

Indebtedness is issued where such amendment, modification or supplement provides for the following or which has any of the following effects:

(a) increases the overall principal amount of any such Indebtedness or increases the amount of any single scheduled installment of principal or interest;

(b) shortens or accelerates the date upon which any installment of principal or interest becomes due or adds any additional mandatory redemption provisions;

(c) shortens the final maturity date of such Indebtedness or otherwise accelerates the amortization schedule with respect to such Indebtedness;

(d) increases the rate of interest accruing on such Indebtedness;

(e) provides for the payment of additional fees or increases existing fees;

(f) amends or modifies any financial or negative covenant (or covenant which prohibits or restricts the Borrower or any Subsidiary from taking certain actions) in a manner which is more onerous or more restrictive in any material respect to the Borrower or such Subsidiary or which is otherwise materially adverse to the Borrower, any Subsidiary and/or the Lenders or, in the case of any such covenant, which places material additional restrictions on the Borrower or such Subsidiary or which requires the Borrower or such Subsidiary to comply with more restrictive financial ratios or which requires the Borrower to better its financial performance, in each case from that set forth in the existing applicable covenants in the Subordinated Indebtedness Documents or the applicable covenants in this Agreement; or

(g) amends, modifies or adds any affirmative covenant in a manner which (i) when taken as a whole, is materially adverse to the Borrower, any Subsidiary and/or the Lenders or (ii) is more onerous than the existing applicable covenant in the Subordinated Indebtedness Documents or the applicable covenant in this Agreement.

**SECTION 6.11 Sale and Leaseback Transactions.** The Borrower will not, nor will it permit any Subsidiary to, enter into any Sale and Leaseback Transaction, other than Sale and Leaseback Transactions in respect of which the net cash proceeds received in connection therewith does not exceed \$5,000,000 in the aggregate during any fiscal year of the Borrower, determined on a consolidated basis for the Borrower and its Subsidiaries.

**SECTION 6.12 Capital Expenditures.** The Borrower will not, nor will it permit any Subsidiary to, expend, or be committed to expend, in excess of \$25,000,000 (in the aggregate) for Consolidated Capital Expenditures during any fiscal year of the Borrower (excluding Consolidated Capital Expenditures that are eliminated in the Borrower's consolidated financial statements).

**SECTION 6.13 Financial Covenants.**

(a) **Total Debt to Total Capitalization.** The Borrower will not permit Total Debt at any time to exceed 30% of Total Capitalization.

(b) **Consolidated Net Worth.** The Borrower will not permit the Consolidated Net Worth at any time to be less than \$333,000,000.00.

(c) Risk-Based Capital. The Borrower will not permit “total adjusted capital” (within the meaning of the Insurance Model Act as of the Effective Date) of any existing or future Regulated Insurance Company (and each of their successors and assigns), to be less than 250.0% of the applicable “Authorized Control Level RBC” (within the meaning of the Insurance Model Act) as determined as of the end of each fiscal year of the Borrower, commencing with the fiscal year of the Borrower ending December 31, 2025.

SECTION 6.14 Minimum Rating. The Borrower will not permit or suffer the applicable rating of each Regulated Insurance Company to be less than the Required Rating.

SECTION 6.15 Outbound Investment Rules. Borrower will not, and will not permit any of its Subsidiaries to, (a) be or become a “covered foreign person”, as that term is defined in the Outbound Investment Rules, or (b) engage, directly or indirectly, in (i) a “covered activity” or a “covered transaction”, as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a “covered activity” or a “covered transaction”, as each such term is defined in the Outbound Investment Rules, if Borrower were a U.S. Person or (iii) any other activity that would cause the Administrative Agent or any Lender to be in violation of the Outbound Investment Rules or cause the Administrative Agent or any Lender to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.

## ARTICLE VII

### Events of Default

SECTION 7.01 Events of Default. If any of the following events (“Events of Default”) shall occur:

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 7.01(a)) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Subsidiary in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to the Borrower’s existence) or 5.08 or in Article VI;

(e) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 7.01(a), (b) or (d)) or any other Loan

Document, and such failure shall continue unremedied for a period of thirty (30) days after notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender);

(f) the Borrower or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Subsidiary or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 7.01(h), (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Subsidiary or for a substantial part of its assets,

(iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding,

(v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) the Borrower or any Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) one or more judgments for the payment of money in an aggregate amount in excess of \$10,000,000 (to the extent not covered by independent third-party insurance or reinsurance, has been notified of the potential claim and does not dispute coverage) shall be rendered against the Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of sixty

(60) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower or any Subsidiary to enforce any such judgment;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(m) a Change in Control shall occur;

(n) the occurrence of any “default”, as defined in any Loan Document (other than this Agreement) or the breach of any of the terms or provisions of any Loan Document (other than this Agreement), which default or breach continues beyond any period of grace therein provided;

(o) any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all Obligations, ceases to be in full force and effect; or the Borrower or any other Person contests in writing the validity or enforceability of any provision of any Loan Document; or the Borrower denies in writing that it has any or further liability or obligation under any Loan Document, or purports in writing to revoke, terminate or rescind any Loan Document; or

(p) any one or more Insurance Licenses of the Borrower or any of its Regulated Insurance Companies shall be suspended, limited or terminated or shall not be renewed, or any other action shall be taken by any Governmental Authority, and such suspension, limitation, termination, non-renewal or action, either individually or in the aggregate, has had, or could reasonably be expected to have, a Material Adverse Effect.

SECTION 7.02 Remedies Upon an Event of Default. If an Event of Default occurs (other than an event with respect to the Borrower described in Section 7.01(h) or 7.01(i)), and at any time thereafter during the continuance of such Event of Default, the Administrative Agent may with the consent of the Required Lenders, and shall at the request of the Required Lenders, by notice to the Borrower, take any or all of the following actions, at the same or different times:

(a) terminate the Commitments, and thereupon the Commitments shall terminate immediately;

(b) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under any other Loan Document, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and the other Loan Parties;

(c) require that the Borrower provide cash collateral as required in Section 2.06(j); and

(d) exercise on behalf of itself, the Lenders and the Issuing Bank all rights and remedies available to it, the Lenders and the Issuing Bank under the Loan Documents and applicable law.

If an Event of Default described in Section 7.01(h) or 7.01(i) occurs with respect to the Borrower, the Commitments shall automatically terminate and the principal of the Loans then outstanding and cash collateral for the LC Exposure, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under any other Loan Document, shall automatically become due and payable, and the obligation of the Borrower to cash collateralize the LC Exposure as provided in clause (c) above shall automatically become effective, in each case, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

## ARTICLE VIII

### The Administrative Agent

SECTION 8.01 Authorization and Action.

(a) Each Lender and the Issuing Bank hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors and assigns to serve as the administrative agent under the Loan Documents and each Lender and the Issuing Bank authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Administrative Agent under such agreements and to exercise such powers as are reasonably incidental thereto. Without limiting the foregoing, each Lender and the Issuing Bank hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents.

(b) As to any matters not expressly provided for herein and in the other Loan Documents (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Loan Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender and the Issuing Bank; provided, however, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders and the Issuing Bank with respect to such action or (ii) is contrary to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors; provided, further, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower, any Subsidiary or any Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) In performing its functions and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuing Bank (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. The motivations of the Administrative Agent are commercial in nature and not to invest in the general performance or operations of the Borrower. Without limiting the generality of the foregoing:

(i) the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender, the Issuing Bank or any other holder of Obligations other than as expressly set forth herein and in the other Loan Documents, regardless of whether a Default or an Event of Default



has occurred and is continuing (and it is understood and agreed that the use of the term “agent” (or any similar term) herein or in any other Loan Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and

is intended to create or reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby; and

(ii) nothing in this Agreement or any Loan Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account.

(d) The Administrative Agent may perform any of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities pursuant to this Agreement. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agent.

(e) The Arranger shall have no obligations or duties whatsoever in such capacity under this Agreement or any other Loan Document and shall incur no liability hereunder or thereunder in such capacity but shall have the benefit of the indemnities provided for hereunder.

(f) In case of the pendency of any proceeding with respect to the Borrower under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or any reimbursement obligation in respect of any LC Disbursement shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, LC Disbursements and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Bank and the Administrative Agent (including any claim under Sections 2.12, 2.13, 2.15, 2.17 and 9.03) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender, the Issuing Bank and each other holder of Obligations to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall

consent to the making of such payments directly to the Lenders, the Issuing Bank or the other holders of Obligations, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03). Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or the Issuing Bank in any such proceeding.

(g) The provisions of this Article VIII are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Bank, and, except solely to the extent of the Borrower's rights to consent pursuant to and subject to the conditions set forth in this Article VIII, none of the Borrower or any Subsidiary, or any of their respective Affiliates, shall have any rights as a third party beneficiary under any such provisions. Each holder of the Obligations, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Guarantees of the Obligations provided under the Loan Documents, to have agreed to the provisions of this Article VIII.

#### SECTION 8.02 Administrative Agent's Reliance, Limitation of Liability, Etc.

(a) Neither the Administrative Agent nor any of its Related Parties shall be (i) liable for any action taken or omitted to be taken by such party, the Administrative Agent or any of its Related Parties under or in connection with this Agreement or the other Loan Documents (x) with the consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or (y) in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and non-appealable judgment) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page) or for any failure of the Borrower to perform its obligations hereunder or thereunder.

(b) The Administrative Agent shall be deemed not to have knowledge of any (i) notice of any of the events or circumstances set forth or described in Section 5.02 unless and until written notice thereof stating that it is a "notice under Section 5.02" in respect of this Agreement and identifying the specific clause under said Section is given to the Administrative Agent by the Borrower or (ii) notice of any Default or Event of Default unless and until written notice thereof (stating that it is a "notice of Default" or a "notice of an Event of Default") is given to the Administrative Agent by the Borrower, a Lender or the Issuing Bank. Further, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default or Event of Default,

(iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items (which on their face purport to be such items) expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent. Notwithstanding anything herein to the contrary, the Administrative Agent shall not be liable for, or be responsible for any Liabilities, costs or expenses suffered by the Borrower, any Subsidiary, any Lender or the Issuing Bank as a result of, any determination of the Revolving Credit Exposure, any of the component amounts thereof or any portion thereof attributable to each Lender or the Issuing Bank or any Dollar amount thereof.

(c) Without limiting the foregoing, the Administrative Agent (i) may treat the payee of any promissory note as its holder until such promissory note has been assigned in accordance with Section 9.04, (ii) may rely on the Register to the extent set forth in Section 9.04(b), (iii) may consult with legal counsel (including counsel to the Borrower), independent public accountants and other experts selected by it, and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (iv) makes no warranty or representation to any Lender or the Issuing Bank and shall not be responsible to any Lender or the Issuing Bank for any statements, warranties or representations made by or on behalf of the Borrower in connection with this Agreement or any other Loan Document, (v) in determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Bank, may presume that such condition is satisfactory to such Lender or the Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Bank sufficiently in advance of the making of such Loan or the issuance of such Letter of Credit and (vi) shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any notice, consent, certificate or other instrument or writing (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated by the proper party or parties (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

#### SECTION 8.03 Posting of Communications.

(a) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders and the Issuing Bank by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the “Approved Electronic Platform”).

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, the Issuing Bank and the Borrower acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, the Issuing Bank and the Borrower hereby approves distribution of the

Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE”. THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, THE ARRANGER OR ANY

OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, “APPLICABLE PARTIES”) HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER, THE ISSUING BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE BORROWER’S OR THE ADMINISTRATIVE AGENT’S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED ELECTRONIC PLATFORM.

(d) Each Lender and the Issuing Bank agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Approved Electronic Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender and the Issuing Bank agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender’s or the Issuing Bank’s (as applicable) email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address.

(e) Each of the Lenders, the Issuing Bank and the Borrower agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Approved Electronic Platform in accordance with the Administrative Agent’s generally applicable document retention procedures and policies.

(f) Nothing herein shall prejudice the right of the Administrative Agent, any Lender or the Issuing Bank to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 8.04 The Administrative Agent Individually. With respect to its Commitment, Loans and Letters of Credit, the Person serving as the Administrative Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or Issuing Bank, as the case may be. The terms “Issuing Bank”, “Lenders”, “Required Lenders” and any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity as a Lender, the Issuing Bank or as one of the Required Lenders, as applicable. The Person serving as the Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in

any other advisory capacity for and generally engage in any kind of banking, trust or other business with, the Borrower, any Subsidiary or any Affiliate of any of the foregoing as if such Person was not acting as the Administrative Agent and without any duty to account therefor to the Lenders or the Issuing Bank.

#### SECTION 8.05 Successor Administrative Agent.

(a) The Administrative Agent may resign at any time by giving 30 days' prior written notice thereof to the Lenders, the Issuing Bank and the Borrower, whether or not a successor Administrative Agent has been appointed. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Bank, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York or an Affiliate of any such bank. In either case, such appointment shall be subject to the prior written approval of the Borrower (which approval may not be unreasonably withheld and shall not be required while an Event of Default has occurred and is continuing). Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent, such successor Administrative Agent shall succeed to, and become vested with, all the rights, powers,

privileges and duties of the retiring Administrative Agent. Upon the acceptance of appointment as Administrative Agent by a successor Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Loan Documents.

(b) Notwithstanding paragraph (a) of this Section, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Bank and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent; provided that (A) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (B) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall directly be given or made to each Lender and the Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article VIII and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

#### SECTION 8.06 Acknowledgements of Lenders and Issuing Bank.

(a) Each Lender and the Issuing Bank represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility, (ii) in participating as a Lender, it is

engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or the Issuing Bank, in each case in the ordinary course of business, and not for the purpose of investing in the general performance or operations of the Borrower, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Lender and the Issuing Bank agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities laws), (iii) it has, independently and without reliance upon the Administrative Agent, the Arranger or any other Lender or the Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or the Issuing Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and the Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Arranger or any other Lender or the Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(b) Each Lender, by delivering its signature page to this Agreement on the Effective Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date.

(c)

(i) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a “Payment”) were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one (1) Business Day thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on “discharge for value” or

any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 8.06(c) shall be conclusive, absent manifest error.

(ii) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a “Payment Notice”) or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing) return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) The Borrower hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such

Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower.

(iv) Each party’s obligations under this Section 8.06(c) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

(d) The Lenders acknowledge that there may be a constant flow of information (including information which may be subject to confidentiality obligations in favor of the Borrower) between the Borrower and its Affiliates, on the one hand, and JPMorgan Chase Bank, N.A. and its Affiliates, on the other hand. Without limiting the foregoing, the Borrower or its Affiliates may provide information, including updates to previously provided information to JPMorgan Chase Bank, N.A. and/or its Affiliates acting in different capacities, including as Lender, lead bank, arranger or potential securities investor, independent of such entity’s role as administrative agent hereunder. The Lenders acknowledge that neither JPMorgan Chase Bank, N.A. nor its Affiliates shall be under any obligation to provide any of the foregoing information to them. Notwithstanding anything to the contrary set forth herein or in any other Loan Document, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide, and shall not be liable for the failure to provide, any Lender with any credit or other information concerning the Loans, the Lenders, the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Borrower or any of its Affiliates that is communicated to, obtained by, or in the possession of, the Administrative Agent or any of its Affiliates in any capacity, including any information obtained by the Administrative Agent in the course of



communications among the Administrative Agent and the Borrower, any Affiliate thereof or any other Person. Notwithstanding the foregoing, any such information may (but shall not be required to) be shared by the Administrative Agent with one or more Lenders, or any formal or informal committee or ad hoc group of such Lenders, including at the direction of the Borrower.

SECTION 8.07 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii)(A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and the Arranger or any of their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that none of the Administrative Agent, or the Arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender



(including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

(a) The Administrative Agent and the Arranger hereby informs the Lenders that each such Person is not undertaking to provide investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent fees or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

#### SECTION 8.08 Borrower Communications.

(a) The Administrative Agent, the Lenders and the Issuing Bank agree that the Borrower may, but shall not be obligated to, make any Borrower Communications to the Administrative Agent through an electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "Approved Borrower Portal").

(b) Although the Approved Borrower Portal and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system), each of the Lenders, the Issuing Bank and the Borrower acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of the Borrower that are added to the Approved Borrower Portal, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, the Issuing Bank and the Borrower hereby approves distribution of Borrower Communications through the Approved Borrower Portal and understands and assumes the risks of such distribution.

(c) THE APPROVED BORROWER PORTAL IS PROVIDED "AS IS" AND "AS AVAILABLE". THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER COMMUNICATION, OR THE ADEQUACY OF THE APPROVED BORROWER PORTAL AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED BORROWER PORTAL AND THE BORROWER COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE BORROWER COMMUNICATIONS OR THE APPROVED BORROWER PORTAL. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, ANY ARRANGER OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, "APPLICABLE PARTIES")

HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER, ANY ISSUING BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE BORROWER'S TRANSMISSION OF BORROWER COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED BORROWER PORTAL.

(d) Each of the Lenders, the Issuing Bank and the Borrower agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Borrower Communications on the Approved Borrower Portal in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

(e) Nothing herein shall prejudice the right of the Borrower to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

## ARTICLE IX

### Miscellaneous

SECTION 9.01 Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy or e-mail, as follows:

(i) if to the Borrower, to it at Universal Insurance Holdings, Inc., 1110 W. Commercial Blvd., Fort Lauderdale, Florida 33309, Attention of Lena Chapman, Senior Director Treasury Operations (Telecopy No. (954)598-7270; Telephone No. (954)958-1200 ext: 6004; Email: Lr04c07@universalproperty.com);

(ii) if to the Administrative Agent from the Borrower, at the address or addresses, telecopy and email separately provided by the Administrative Agent to the Borrower for such purpose;

(iii) if to the Administrative Agent from the Lenders, to JPMorgan Chase Bank, N.A., 10 S Dearborn, Chicago, IL, 60603, Floor 9, Mail Code IL - 1 0364, Attention of Milena Kolev (email: milena.m.kolev@jpmorgan.com);

(iv) if to JPMorgan Chase Bank, N.A. in its capacity as an Issuing Bank, to it at the address, facsimile and email separately provided by the Administrative Agent to the Borrower for such purpose;

(v) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through Approved Electronic Platforms or Approved Borrower Portals, to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Notices and other communications to the Borrower, the Lenders, the Administrative Agent and the Issuing Bank hereunder may be delivered or furnished by using Approved Electronic Platforms or Approved Borrower Portals (as applicable), in each case, pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(d) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02 Waivers; Amendments. (a) No failure or delay by the Administrative Agent, the Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without

limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Except as provided in Section 2.14(b) and Section 2.14(c), neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall

(i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of

each Lender directly affected thereby, (iv) change Section 2.09(c) or Section 2.18(b) or (d) in a manner that would alter the ratable reduction of Commitments or the pro rata sharing of payments required thereby, without the written consent of each Lender, (v) change the payment waterfall provisions of Section 2.21(b) without the written consent of each Lender or (vi) change any of the provisions of this Section or the definition of “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Issuing Bank hereunder without the prior written consent of the Administrative Agent or the Issuing Bank (it being understood that any change to Section 2.21 shall require the consent of the Administrative Agent and the Issuing Bank); and provided further that no such agreement shall amend or modify the provisions of Section 2.06 without the prior written consent of the Administrative Agent and the Issuing Bank. Notwithstanding the foregoing, no consent with respect to any amendment, waiver or other modification of this Agreement shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (i), (ii) or (iii) of the first proviso of this paragraph and then only in the event such Defaulting Lender shall be directly affected by such amendment, waiver or other modification.

(c) Notwithstanding the foregoing, this Agreement and any other Loan Document may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (x) to add one or more credit facilities (in addition to the Incremental Term Loans pursuant to an Incremental Term Loan Amendment) to this Agreement and to permit extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Revolving Loans, Incremental Term Loans and the accrued interest and fees in respect thereof and (y) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and Lenders.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender” or “each Lender directly affected thereby,” the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a “Non-Consenting Lender”), then the Borrower may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrower and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, (ii) the Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1)

all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender and (iii) such Non-Consenting Lender shall have received the outstanding principal amount of its Loans and participations in LC Disbursements. Each party hereto agrees that (i) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and

Assumption executed by the Borrower, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (ii) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto.

(e) Notwithstanding anything herein to the contrary, as to any amendment or amendment and restatement otherwise approved in accordance with this Section, it shall not be necessary to obtain the consent or approval of any Lender that, upon giving effect to such amendment or amendment and restatement, would have no Commitment or outstanding Loans so long as such Lender receives payment in full of the principal of and interest accrued on each Loan made by, and all other amounts owing to, such Lender or accrued for the account of such Lender under this Agreement and the other Loan Documents at the time such amendment, amendment and restatement or other modification becomes effective.

(f) Notwithstanding anything to the contrary herein, if the Administrative Agent and the Borrower acting together identify any ambiguity, omission, mistake, typographical error or other defect in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend, modify or supplement such provision to cure such ambiguity, omission, mistake, typographical error or other defect, and such amendment shall become effective without any further action or consent of any other party to this Agreement.

#### SECTION 9.03 Expenses; Limitation of Liability; Indemnity, Etc.

(a) Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as SyndTrak or Intralinks) of the credit facilities provided for herein, the preparation and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, the Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, the Issuing Bank or any Lender, in connection with the enforcement, collection or protection of its rights in connection with this Agreement and any other Loan Document, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Limitation of Liability. To the extent permitted by applicable law (i) the Borrower shall not assert, and the Borrower hereby waives, any claim against the Administrative Agent, the Arranger, the Issuing Bank and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called a “Lender-Related Person”) for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through

telecommunications, electronic or other information transmission systems (including the Internet, any Approved Electronic Platform and any Approved Borrower Portal), and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that, nothing in this Section 9.03(b) shall relieve the Borrower of any obligation it may have to indemnify an Indemnitee, as provided in Section 9.03(c), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(c) Indemnity. The Borrower shall indemnify the Administrative Agent, the Arranger, the Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all Liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, (ii) the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (iii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iv) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (v) any actual or prospective Proceeding relating to any of the foregoing, whether or not such Proceeding is brought by the Borrower or its equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such Liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted primarily from the gross negligence or willful misconduct of such Indemnitee. This Section 9.03(c) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(d) Lender Reimbursement. Each Lender severally agrees to pay any amount required to be paid by the Borrower under paragraph (a), (b) or (c) of this Section 9.03 to the Administrative Agent and the Issuing Bank, and each Related Party of any of the foregoing Persons (each, an “Agent-Related Person”) (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Applicable Percentage in effect on the date on which such payment is sought under this Section (or, if such payment is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Applicable Percentage immediately prior to such date), and agrees to indemnify and hold each Agent-Related Person harmless from and against any and all Liabilities and related expenses, including the fees, charges and disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent-Related Person in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent-Related Person under or in connection with any of

the foregoing; provided that the unreimbursed expense or Liability or related expense, as the case may be, was incurred by or asserted against such Agent-Related Person in its capacity as such; provided further that no Lender shall be liable for the payment of any portion of such Liabilities, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted primarily from such Agent-Related Person's gross negligence or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(c) Payments. All amounts due under this Section 9.03 shall be payable not later than fifteen (15) days after written demand therefor.

SECTION 9.04 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), except that

(i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment, participations in Letters of Credit and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower (provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof); provided, further, that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent; and

(C) the Issuing Bank.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower and



the Administrative Agent otherwise consent; provided that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with a processing and recordation fee of \$3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Affiliates and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including federal and state securities laws.

For the purposes of this Section 9.04(b), the terms "Approved Fund" and "Ineligible Institution" have the following meanings:

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or  
(c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Ineligible Institution" means (a) a natural person, (b) a Defaulting Lender or its Lender Parent, (c) the Borrower, any of its Subsidiaries or any of its Affiliates, or (d) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.



(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent, the Issuing Bank and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee’s completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.06(d) or (e), 2.07(b), 2.18(e) or 9.03(d), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of, or notice to, the Borrower, the Administrative Agent or the Issuing Bank, sell participations to one or more banks or other entities (a “Participant”), other than an Ineligible Institution, in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the Borrower, the Administrative Agent, the Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with

respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.18(d) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant

Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or Section 1.163-5(b) of the Proposed United States Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05 Survival. All covenants, agreements, representations and warranties made by the Borrower in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06 Counterparts; Integration; Effectiveness; Electronic Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts),

each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”) that is an Electronic Signature transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of

an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing,

(i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the other Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) agrees that the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person’s business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and

(iv) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the Borrower to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 9.07 Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, the Issuing Bank, and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, and other obligations at any time owing, by such Lender, the Issuing Bank or any such Affiliate, to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender or the Issuing Bank or their respective Affiliates, irrespective of whether or not such Lender, the Issuing Bank or Affiliate shall have made any demand under

this Agreement or any other Loan Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch office or Affiliate of such Lender or the Issuing Bank different from the branch office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so setoff shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.21 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Bank, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the Issuing Bank and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Bank or their respective Affiliates may have. Each Lender and the Issuing Bank agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN ANY SUCH OTHER LOAN DOCUMENT) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(b) Each of the Lenders and the Administrative Agent hereby irrevocably and unconditionally agrees that, notwithstanding the governing law provisions of any applicable Loan Document, any claims brought against the Administrative Agent or any of its Related Parties relating to

this Agreement, any other Loan Document or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.

(c) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan), and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may (and any such claims, cross-claims or third party claims brought against the Administrative Agent or any of its Related Parties may only) be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law shall (i) affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction, (ii) waive any statutory, regulatory, common law, or other rule, doctrine, legal restriction, provision or the like providing for the treatment of bank branches, bank agencies, or other bank offices as if they were separate juridical entities for certain purposes, including Uniform Commercial Code Sections 4-106, 4-A-105(1)(b), and 5-116(b), UCP 600 Article 3 and ISP98 Rule 2.02, and URDG 758 Article 3(a), or (iii) affect which courts have or do not have personal jurisdiction over the issuing bank or beneficiary of any Letter of Credit or any advising bank, nominated bank or assignee of proceeds thereunder or proper venue with respect to any litigation arising out of or relating to such Letter of Credit

with, or affecting the rights of, any Person not a party to this Agreement, whether or not such Letter of Credit contains its own jurisdiction submission clause.

(d) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (c) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(e) Each of the parties hereto hereby irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF

LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality. Each of the Administrative Agent, the Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' and its and their respective directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any Governmental Authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (1) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (2) any actual or prospective counterparty (or its advisors) to any swap, derivative or insurance transaction relating to the Borrower and its obligations, (g) on a confidential basis to (1) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided for herein or (2) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of identification numbers with respect to the credit facilities provided for herein, (h) with the consent of the Borrower or (i) to the extent such Information (1) becomes publicly available other than as a result of a breach of this Section or (2) becomes available to the Administrative Agent, the Issuing Bank

or any Lender on a nonconfidential basis from a source other than the Borrower. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

**EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN THE IMMEDIATELY PRECEDING PARAGRAPH FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE**

**PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.**

**ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER, THE OTHER LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.**

For the avoidance of doubt, nothing in this Section 9.12 shall prohibit any Person from voluntarily disclosing or providing any Information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a “Regulatory Authority”) to the extent that any such prohibition on disclosure set forth in this Section 9.12 shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

SECTION 9.13 USA PATRIOT Act. Each Lender that is subject to the requirements of the Patriot Act and the requirements of the Beneficial Ownership Regulation hereby notifies the Borrower that, pursuant to the requirements of the Patriot Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name, address and tax identification number of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act and the Beneficial Ownership Regulation and other applicable “know your customer” and anti-money laundering rules and regulations.

SECTION 9.14 [Reserved].

SECTION 9.15 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or

reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the NYFRB Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.16 No Fiduciary Duty, etc.

(a) The Borrower acknowledges and agrees, and acknowledges its Subsidiaries’ understanding, that no Credit Party will have any obligations except those obligations expressly set forth

herein and in the other Loan Documents and each Credit Party is acting solely in the capacity of an arm's length contractual counterparty to the Borrower with respect to the Loan Documents and the transactions contemplated herein and therein and not as a financial advisor or a fiduciary to, or an agent of, the Borrower or any other person. The Borrower agrees that it will not assert any claim against any Credit Party based on an alleged breach of fiduciary duty by such Credit Party in connection with this Agreement and the transactions contemplated hereby. Additionally, the Borrower acknowledges and agrees that no Credit Party is advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated herein or in the other Loan Documents, and the Credit Parties shall have no responsibility or liability to the Borrower with respect thereto.

(b) The Borrower further acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party, together with its Affiliates, in addition to providing or participating in commercial lending facilities such as that provided hereunder, is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any Credit Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrower, its Subsidiaries and other companies with which the Borrower or any of its Subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Credit Party or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

(c) In addition, the Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party and its Affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Borrower or any of its Subsidiaries may have conflicting interests regarding the transactions described herein and otherwise. No Credit Party will use confidential information obtained from the Borrower by virtue of the transactions contemplated by the Loan Documents or its other relationships with the Borrower in connection with the performance by such Credit Party of services for other companies, and no Credit Party will furnish any such information to other companies. The Borrower also acknowledges that no Credit Party has any obligation to use in connection with the transactions contemplated by the Loan Documents, or to furnish to the Borrower or any of its Subsidiaries, confidential information obtained from other companies.

SECTION 9.17 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement,

arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and



(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 9.18 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support “QFC Credit Support” and each such QFC a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.


SECTION 9.19 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the “Judgment Currency”) other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the

“Agreement Currency”), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from the Borrower in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable law).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

UNIVERSAL INSURANCE HOLDINGS, INC.  
as the Borrower

By:   
Name: Frank C Wilcox  
Title: CFO

JPMORGAN CHASE BANK, N.A., individually as a Lender, as the Issuing Bank and as  
Administrative Agent

By \_\_\_\_\_

Name:

Title:

*Milena Kolev*

JPMORGAN CHASE BANK, N.A., individually as a Lender, as the Issuing  
Bank and as Administrative Agent

By \_\_\_\_ Name: Milena Kolev  
Title: Executive Director

## SCHEDULE 2.01 COMMITMENTS

### LENDER

### COMMITMENT

JPMORGAN CHASE BANK, N.A.

\$50,000,000

**AGGREGATE COMMITMENT**

**\$50,000,000**

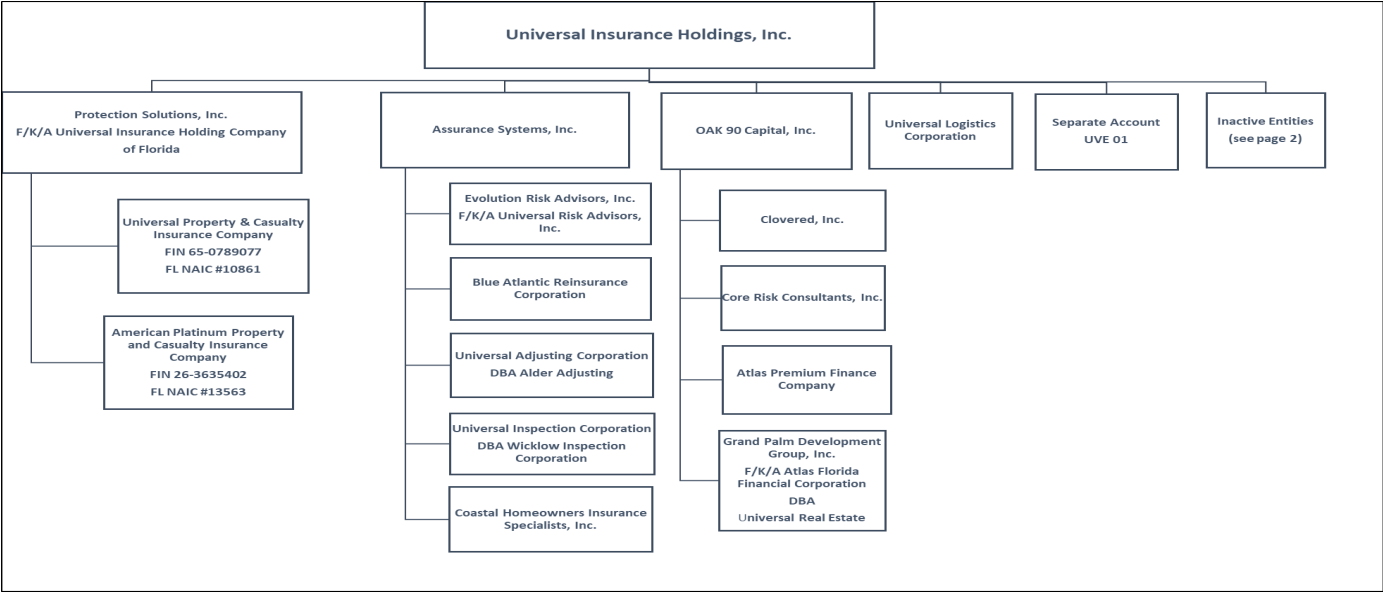
### Schedule 3.01

The attached organizational chart identifies the Borrower and its Subsidiaries. In each instance, the depicted ownership interest is 100%. The Borrower is a Delaware corporation. The remaining entities named in the chart are organized under the laws of Florida.

Certain directors, officers or employees of the Borrower or its Subsidiaries have rights or opportunities to acquire shares of the Borrower's capital stock pursuant to the Borrower's 2021 Omnibus Stock Incentive Plan as described in the Borrower's most recent Form 14A on file with the Securities and Exchange Commission ("SEC") or predecessor plans as referenced in the Borrower's prior Forms 14A on file with the SEC.

ANNUAL STATEMENT FOR THE YEAR 2024 OF THE Universal Property & Casualty Insurance Company

7 - INFORMATION CONCERNING ACTIVITIES OF INSURER  
MEMBERS OF A HOLDING COMPANY  
GROUP PART 1 - ORGANIZATIONAL  
CHART



ANNUAL STATEMENT FOR THE YEAR 2024 OF THE Universal Property & Casualty Insurance  
Company

**Y - INFORMATION CONCERNING ACTIVITIES OF INSURER**  
**MEMBERS OF A HOLDING COMPANY**  
**GROUP PART 1 - ORGANIZATIONAL**  
**CHART**

Inactive Entities (wholly-owned subsidiaries of Universal Insurance Holdings, Inc.)

1. Financial & Insurance Management Resources, Inc.
2. Izano Sports
3. Tigerquote.com Insurance Solutions of Ohio, Inc.
4. Tigerquote.com Insurance Solutions of Pennsylvania, Inc.
5. Universal Protection Plans, Inc.

Single Purpose Entities

Universal Real Estate 224 Inlet Way, LLC (\*)

- *This project was concluded, and all the units sold as of June 30, 2019.*

Universal Real Estate Bella Villaggio, LLC (\*)

- *This project was concluded, and all the units sold as of September 30, 2021.*

#### Schedule 6.01

On November 23, 2021, the Borrower entered into Note Purchase Agreements with certain institutional accredited investors and qualified institutional buyers as further described in a Form 8-K dated November 23, 2021, and filed by the Borrower with the Securities and Exchange Commission (copy attached).

The Borrower is party to a Participation Agreement (“Participation Agreement”) by and between the Borrower and Mangrove Risk Solutions Ltd. acting in respect of Separate Account UVE-01 (the “Separate Account”). Pursuant to the Participation Agreement, the Borrower undertakes to fund any insurance or reinsurance business written by the Separate Account. The Borrower holds a 100% interest in the Separate Account, and any underwriting profits or losses in the Separate Account inure to the Borrower. For the reinsurance contract year June 1, 2024, through May 31, 2025, the Separate Account provided certain reinsurance (the “Reinsurance”) to Universal Property & Casualty Insurance Company and American Platinum Property and Casualty Insurance Company, each a Subsidiary of the Borrower (together the “Insurers”). The Reinsurance limit was fully collateralized through a combination of capital contributed to the Separate Account by the Borrower and Reinsurance premiums paid to the account by the Insurers.



Schedule 6.02  
(as of May 30, 2025)

Equipment Leases:

Pitney Bowes Global Financial Services LLC Contract Term: 4/19/2024 -  
7/18/2028 Remaining Contract Balance: \$372,508

Collateral: All equipment of whatever nature manufactured, sold, distributed or financed by Pitney Bowes Inc. and/or its subsidiaries pursuant to contract number 0041456255

Milner Inc.

Contract Term: 10/01/2024 - 09/30/2025 Remaining Contract Balance:  
\$44,714

Collateral: All equipment leased or financed by Milner Inc. to or for Evolution Risk Advisors pursuant to contract number 500-50643348

Milner Inc.

Contract Term: 4/1/2023 - 3/31/2028 Remaining Contract Balance:  
\$127,424

Collateral: All equipment leased or financed by Milner Inc. to or for Evolution Risk Advisors pursuant to contract number 500-50493318

## ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the “Assignor”) and [*Insert name of Assignee*] (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit and guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Loan Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_
2. Assignee: \_\_\_\_\_  
[and is an Affiliate/Approved Fund of [identify Lender]<sup>1</sup>]
3. Borrower(s): Universal Insurance Holdings, Inc.
4. Administrative Agent: JPMorgan Chase Bank, N.A., as the administrative agent under the Credit Agreement
5. Credit Agreement: The Credit Agreement dated as of May 30, 2025 among Universal Insurance Holdings, Inc. the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent

<sup>1</sup> Select as applicable.

6. Assigned Loan Interest:

| Aggregate Amount of<br>Commitment/Loans for all<br>Lenders | Amount of<br>Commitment/ Loans<br>Assigned | Percentage Assigned of<br>Commitment/Loans <sup>2</sup> |
|--|--|---|
| \$   | \$   | %   |
| \$   | \$   | %   |
| \$   | \$   | %   |

Effective Date: \_\_, 20\_\_[TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Related Parties or its securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

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

ASSIGNEE

[NAME OF ASSIGNEE]

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

<sup>2</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

Consented to and Accepted:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent and Issuing Bank

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

[Consented to:]<sup>3</sup>

UNIVERSAL INSURANCE HOLDINGS, INC.

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

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<sup>3</sup> To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

## STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

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

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement and under applicable law that are required to be satisfied by it in order to acquire the Assigned Loan Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Loan Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Loan Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Loan Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Loan Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, any Arranger, the Assignor or any other Lender or any of their respective Related Parties, and (vi) attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Arranger, the Assignor or any other Lender or any of their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender. Without limiting the foregoing, the Assignee represents and warrants, and agrees to, each of the matters set forth in Section

8.06 of the Credit Agreement, including that the Loan Documents set out the terms of a commercial lending facility.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Loan Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

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

EXHIBIT B

OPINION OF COUNSEL FOR THE BORROWER

Attached

EXHIBIT C [RESERVED]



EXHIBIT D [RESERVED]

## EXHIBIT E

### LIST OF CLOSING DOCUMENTS UNIVERSAL INSURANCE

#### HOLDINGS, INC. CREDIT FACILITIES

May 30, 2025

#### LIST OF CLOSING DOCUMENTS<sup>1</sup>

##### A. LOAN DOCUMENTS

<sup>1</sup> Credit Agreement (the “Credit Agreement”) by and among Universal Insurance Holdings, Inc. a Delaware corporation (the “Borrower”), the institutions from time to time parties thereto as Lenders (the “Lenders”) and JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for itself and the other Lenders (the “Administrative Agent”), evidencing a revolving credit facility to the Borrower from the Lenders in an aggregate principal amount of \$50,000,000.

##### SCHEDULES

|                             |    |                                     |
|-----------------------------|----|-------------------------------------|
| Schedule 2.01               | -- | Commitments                         |
| <b><i>Schedule 3.01</i></b> | -- | <b><i>Subsidiaries</i></b>          |
| <b><i>Schedule 6.01</i></b> | -- | <b><i>Existing Indebtedness</i></b> |
| <b><i>Schedule 6.02</i></b> | -- | <b><i>Existing Liens</i></b>        |

##### EXHIBITS

|             |    |   |
|-------------|----|---|
| Exhibit A   | -- | Form of Assignment and Assumption   |
| Exhibit B   | -- | Form of Opinion of Loan Parties’ Counsel                                      |
| Exhibit C   | -- | [Reserved]  |
| Exhibit D   | -- | [Reserved]  |
| Exhibit E   | -- | List of Closing Documents   |
| Exhibit F   | -- | [Reserved]  |
| Exhibit G-1 | -- | Form of U.S. Tax Certificate (Foreign Lenders That Are Not Partnerships)      |
| Exhibit G-2 | -- | Form of U.S. Tax Certificate (Foreign Participants That Are Not Partnerships) |
| Exhibit G-3 | -- | Form of U.S. Tax Certificate (Foreign Participants That Are Partnerships)     |
| Exhibit G-4 | -- | Form of U.S. Tax Certificate (Foreign Lenders That Are Partnerships)          |
| Exhibit H   | -- | Form of Note  |

<sup>1</sup> Each capitalized term used herein and not defined herein shall have the meaning assigned to such term in the above- defined Credit Agreement. Items appearing in **bold** and *italics* shall be prepared and/or provided by the Borrower and/or Borrower’s counsel.

<sup>2</sup> Notes executed by the Borrower in favor of each of the Lenders, if any, which has requested a note pursuant to Section 2.10(e) of the Credit Agreement.

**B. CORPORATE DOCUMENTS**

1. *Certificate of the Secretary or an Assistant Secretary of the Borrower certifying (i) that there have been no changes in the Certificate of Incorporation or other charter document of the Borrower, as attached thereto and as certified as of a recent date by the Secretary of State (or analogous governmental entity) of the jurisdiction of its organization (which such certification may be through a long form good standing certificate), since the date of the certification thereof by such governmental entity, (ii) the By-Laws or other applicable organizational document, as attached thereto, of the Borrower as in effect on the date of such certification, (iii) resolutions of the Board of Directors or other governing body of the Borrower authorizing the execution, delivery and performance of each Loan Document to which it is a party, and (iv) the names and true signatures of the incumbent officers of the Borrower authorized to sign the Loan Documents to which it is a party, and (in the case of the Borrower) authorized to request a Borrowing or the issuance of a Letter of Credit under the Credit Agreement.*
2. *Good Standing Certificate (or analogous documentation if applicable) for the Borrower from the Secretary of State (or analogous governmental entity) of the jurisdiction of its organization, to the extent generally available in such jurisdiction.*

**C. OPINIONS**

3. *Opinion of Radey Law Firm, counsel for the Borrower.*

**D. CLOSING CERTIFICATES AND MISCELLANEOUS**

4. *A Certificate signed by the President, a Vice President or a Financial Officer of the Borrower certifying the following: (i) that all of the representations and warranties contained in Article III of the Credit Agreement are true and correct and (ii) that no Default or Event of Default has occurred and is then continuing.*
5. *A Certificate of the chief financial officer of the Borrower in form and substance satisfactory to the Administrative Agent supporting the conclusions that, after giving effect to the Transactions, the Borrower and its Subsidiaries, taken as a whole, are Solvent and will be Solvent subsequent to incurring the indebtedness in connection with the Transactions.*

EXHIBIT F [RESERVED]

EXHIBIT G-1 [FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to the Credit Agreement dated as of May 30, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Universal Insurance Holdings, Inc. (the “Borrower”), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”).

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

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

Title:

Date: \_\_, 20[\_]

EXHIBIT G-2 [FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to the Credit Agreement dated as of May 30, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Universal Insurance Holdings, Inc. (the “Borrower”), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”).

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_ Name:

Title:

Date: \_\_, 20[ ]

EXHIBIT G-3 [FORM OF]  
U.S. TAX COMPLIANCE CERTIFICATE  
(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of May 30, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Universal Insurance Holdings, Inc. (the “Borrower”), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”).

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_ Name:  
Title:

Date: \_\_, 20[\_]

EXHIBIT G-4 [FORM OF]  
U.S. TAX COMPLIANCE CERTIFICATE  
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of May 30, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Universal Insurance Holdings, Inc. (the “Borrower”), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”).

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any promissory note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_ Name:  
Title:

Date: \_\_, 20[ ]

EXHIBIT H [FORM OF] NOTE

May 30, 2025

FOR VALUE RECEIVED, the undersigned, UNIVERSAL INSURANCE HOLDINGS, INC. a Delaware corporation (the “Borrower”), HEREBY UNCONDITIONALLY PROMISES TO PAY to [NAME OF LENDER] (the “Lender”) the aggregate unpaid principal amount of all Loans made by the Lender to the Borrower pursuant to the “Credit Agreement” (as defined below) on the Maturity Date or on such earlier date as may be required by the terms of the Credit Agreement. Capitalized terms used herein and not otherwise defined herein are as defined in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of each Loan made to it from the date of such Loan until such principal amount is paid in full at a rate or rates per annum determined in accordance with the terms of the Credit Agreement. Interest hereunder is due and payable at such times and on such dates as set forth in the Credit Agreement.

At the time of each Loan, and upon each payment or prepayment of principal of each Loan, the Lender shall make a notation either on the schedule attached hereto and made a part hereof, or in such Lender’s own books and records, in each case specifying the amount of such Loan, the respective Interest Period thereof (in the case of Term Benchmark Loans) or the amount of principal paid or prepaid with respect to such Loan, as applicable; provided that the failure of the Lender to make any such recordation or notation shall not affect the Obligations of the Borrower hereunder or under the Credit Agreement.

This Note is one of the notes referred to in, and is entitled to the benefits of, that certain Credit Agreement dated as of May 30, 2025 by and among the Borrower, the financial institutions from time to time parties thereto as Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). The Credit Agreement, among other things, (i) provides for the making of Loans by the Lender to the Borrower from time to time in an aggregate amount not to exceed at any time outstanding the amount of such Lender’s Commitment, the indebtedness of the Borrower resulting from each such Loan to it being evidenced by this Note, and (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments of the principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

Demand, presentment, protest and notice of nonpayment and protest are hereby waived by the Borrower.

Whenever in this Note reference is made to the Administrative Agent, the Lender or the Borrower, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Note shall be binding upon and shall inure to the benefit of said successors and assigns. The Borrower’s successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Borrower.



This Note shall be construed in accordance with and governed by the law of the State of  
New York.

\*\*\*\*\*

UNIVERSAL INSURANCE HOLDINGS, INC.

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

Note

SCHEDULE OF LOANS AND PAYMENTS OR PREPAYMENTS

| <u>Date</u> | <u>Amount of<br/>Loan</u> | <u>Interest<br/>Period/Rate</u> | <u>Amount of<br/>Principal Paid or<br/>Prepaid</u> | <u>Unpaid<br/>Principal<br/>Balance</u> | <u>Notation<br/>Made By</u> |
|-------------|---------------------------|---------------------------------|--|---|-----------------------------|
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**NOTICE OF GRANT OF RESTRICTED STOCK  
PURSUANT TO THE UNIVERSAL INSURANCE HOLDINGS, INC.  
2021 OMNIBUS INCENTIVE PLAN**

FOR GOOD AND VALUABLE CONSIDERATION, Universal Insurance Holdings, Inc., a Delaware corporation (the "Company"), hereby awards (this "Award") to the Participant designated in Section A of this Notice of Grant (the "Notice") the number of shares of restricted stock set forth below the ("Restricted Stock"). This Award is made pursuant to the provisions of the Company's 2021 Omnibus Incentive Plan (as amended from time to time, the "Plan"), and is subject to the restrictions in this Notice and the additional provisions set forth in the attached Terms and Conditions of Restricted Stock Award (the "Terms and Conditions" and together with the Notice, this "Agreement").

A. Award Specifics

|                       |                          |
|-----------------------|--------------------------|
| <b>Participant:</b>   |                          |
| <b>Date of Grant:</b> | <b>Number of Shares:</b> |

B. Vesting

Date

Shares Vesting

Except as otherwise provided in the Terms and Conditions, vesting is conditioned upon continued service by the Participant through each Vesting Date.

By signing below, the Participant agrees that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement. The Participant acknowledges receipt of the information statement describing the provisions of the Plan.

**Participant**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

**UNIVERSAL INSURANCE HOLDINGS, INC.**  
a Delaware corporation

By: \_\_\_\_

Name:\_\_\_\_

Its:\_\_\_\_

## TERMS AND CONDITIONS OF RESTRICTED STOCK AWARD

### 1. Grant and Payment.

(a) The Participant is hereby granted the number of shares of Restricted Stock set forth in the Notice, subject to the vesting and other terms and conditions hereof. No purchase price will be owed with respect to the Restricted Stock.

(b) The Company shall deliver the shares through book entry transfer to an account in the Participant's name at a financial institution that is selected by the Company and approved by the Participant. Share certificates representing distributed shares shall not be issued by the Company until such shares have been delivered to the Participant's account as specified above. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to the delivery of any shares of Common Stock hereunder; provided, however, that the Company shall not pay the expenses related to any sale of shares received in connection with the grant or vesting of any shares of Restricted Stock, regardless of whether such sale is made to satisfy expenses, withholding, or other taxes.

### 2. Dividend Equivalents.

(a) The Participant shall be credited with a cash amount equal to the ordinary cash dividends declared and paid on the corresponding number of shares of Common Stock during the period beginning on the Date of Grant and ending on each applicable Vesting Date. Such cash amount shall be subject to the same time-vesting conditions as the Restricted Stock and shall be paid to the Participant in cash (without interest) at the time that the shares of the Restricted Stock become vested.

(b) No dividend or dividend equivalents shall be paid in respect of any forfeited shares of Restricted Stock, even if such dividends or dividend equivalents are credited on such shares of Restricted Stock on or prior to forfeiture.

### 3. Effect of Termination of Service on Vesting.

If the Participant's service with the Company is terminated for any reason (other than the Participant's death or permanent disability), any then outstanding unvested shares of Restricted Stock shall be immediately forfeited as of the Participant's date of termination. In the event that the Participant's service with the Company terminates due to death or permanent disability, any then-unvested shares of Restricted Stock shall fully vest immediately as of such termination.

### 4. Compliance with Law.

This Award is subject to the condition that, if the listing, registration or qualification of the shares of Common Stock delivered with respect to the Restricted Stock subject to this Award upon any securities exchange or under any law, or the consent or approval of any governmental body, is necessary or desirable as a condition of, or in connection with, the vesting of Restricted Stock or delivery of the underlying shares hereunder, shares of Common Stock may not be delivered, in whole or in part, unless such listing, registration, qualification, consent or approval shall have been effected or obtained. The Company agrees to make reasonable efforts to effect or obtain any such listing, registration, qualification, consent or approval.

5. Non-Transferability of Award.

The Restricted Stock subject to this Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process until the date the Restricted Stock becomes vested. Any such attempted sale, transfer, assignment, pledge, hypothecation or encumbrance, or other disposition of the Restricted Stock at a time when it is unvested shall be null and void.

6. Withholding.

The Committee shall determine the amount of any withholding or other tax required by law to be withheld or paid by the Company with respect to any income recognized by the Participant with respect to the Award. The Participant shall be required to meet any applicable tax withholding obligation in accordance with the provisions of Section 11.06 of the Plan. The Participant shall have the right to elect to meet any withholding requirement: (i) by having withheld from this Award at the appropriate time that number of whole shares of Common Stock whose fair market value is equal to the amount of any taxes required to be withheld with respect to such Award, (ii) by direct payment to the Company in cash of the amount of any taxes required to be withheld with respect to such Award or (iii) by a combination of shares of Common Stock and cash.

7. Participant Representations.

The Participant hereby represents to the Company that the Participant has read and fully understands the provisions of the Notice, these Terms and Conditions and the Plan, and the Participant's decision to participate in the Plan is completely voluntary. Further, the Participant acknowledges that the Participant is relying solely on his own advisers with respect to the tax consequences of this Award.

8. Miscellaneous.

(a) Notices. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or sent by registered or certified mail, or by private courier, return receipt requested, postage prepaid to the parties at their respective addresses set forth herein, or to such other address as either shall have specified by notice in writing to the other. Notice shall be deemed duly given hereunder when delivered or mailed as provided herein.

(b) Waiver. The waiver by either party to this Award of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof.

(d) Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and, as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

- (e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts fully executed and performed in such State.
- (f) Headings. The headings contained in this Agreement are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.
- (g) Terms and Construction. In the event of any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan shall control.
- (h) Amendment. This Agreement may be amended at any time by written agreement of the parties hereto.
- (i) No Right to Continued Engagement. Nothing in this Agreement shall confer upon the Participant any right to continue in the engagement, employ or service of the Company or affect the right of the Company to terminate the Participant's engagement, employment or service at any time.
- (j) Further Assurances. The Participant agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of this Agreement and the Plan.

## AMENDED AND RESTATED EXECUTIVE CHAIRMAN AGREEMENT

This Amended and Restated Executive Chairman Agreement (this “Agreement”), dated as of July 28, 2025 (the “Effective Date”), is by and between Universal Insurance Holdings, Inc., a Delaware corporation (the “Company”), and Sean P. Downes (“Executive”).

WHEREAS, the Company and Executive are parties to an Executive Chairman Agreement, dated as of April 20, 2020 (the “Prior Agreement”), pursuant to which Executive is employed as Executive Chairman of the Board of Directors of the Company (the “Board”); and

WHEREAS, Executive and the Company now desire to amend and restate the Prior Agreement as set forth in this Agreement to set forth the terms and conditions of Executive’s continuing employment for the Term (as defined below) as the Executive Chairman of the Board.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment and Acceptance. During the Term, the Company agrees to employ Executive, and Executive agrees to continue his employment with the Company, subject to the provisions of this Agreement. As of the Effective Date (as defined below), this Agreement supersedes and replaces in all respects the Prior Agreement.

2. Term.

(a) The period of Executive’s employment with the Company under this Agreement shall commence on the Effective Date and will continue until the earlier of (i) December 31, 2029 or (ii) termination of such employment in accordance with Section 5 (the “Term”). The Term may be extended or renewed beyond December 31, 2029 only by mutual agreement of the parties after the Effective Date and prior to expiration of the Term.

(b) Upon any expiration of the Term (other than by reason of Executive’s death or Disability), Executive and the Company shall discuss in good faith Executive’s entry into a consulting arrangement with Company pursuant to which Executive would provide consulting and transitional services to the Company for a term of one to three years. Any such consulting arrangement shall be subject to terms to be agreed upon by Executive and the Company following good faith discussion and set forth in a consulting agreement.

3. Duties and Title.

(a) Title and Reporting. During the Term, the Company will continue to employ Executive as the Executive Chairman of the Board, reporting directly and exclusively to the Board or one or more committees of the Board. Executive, shall, at all times during the Term, be the senior-most executive officer of the Company. During the Term, Executive shall, subject to his election by the Company’s stockholders, serve for no additional consideration as a member of the Board.

(b) Duties. Executive shall devote a significant portion of his business time and attention as is reasonably and customarily necessary to perform completely his duties to the Company and its subsidiaries (collectively, the “Company Group”). Executive will have such authority and responsibilities and will perform such duties assigned to the Executive Chairman of the Board by the by-laws of the Company and as may be assigned to him from time to time by the Board, commensurate with his position with the Company. Without limiting the foregoing, as Executive Chairman of the Board, Executive will be responsible for the following: (i) presiding at and setting the agendas for the meetings of the Board; (ii) presiding at the annual and special meetings of stockholders; (iii) overseeing the Company’s claims management functions; (iv) providing support in the event of catastrophic events; (v) overseeing the Company’s long-range and strategic planning process; (vi) providing support and direction with shareholder and investor relations; (vii) assisting with other special projects or assignments as reasonably requested by the Board from time to time; and (viii) consulting with the Chief Executive Officer and the President of the Company. If requested by the Board, Executive will also serve as an officer or director of another

member of the Company Group for no additional consideration. During the Term, Executive's principal place of employment will be the Company's headquarters in Florida, except that Executive acknowledges and agrees that he will be required to travel for business purposes.

(c) Other Business and Other Activities. Executive may not engage in any activity that conflicts with the interests of any member of the Company Group or that would interfere with the performance of Executive's duties to any member of the Company Group, as determined by the Board. During the Term, Executive may not hold, directly or indirectly, an ownership interest of more than 2% in any entity other than the Company. During the Term, with the prior written consent of the Board (which consent will not be unreasonably withheld), Executive may serve on the board of directors of one other public company. Nothing in this Agreement shall preclude Executive from dedicating reasonable amounts of time during the Term to charitable or civic activities or from managing his personal finances, as long as such activities do not interfere in any material way with his duties and responsibilities to any member of the Company Group.

4. Compensation and Benefits by the Company. As compensation for all services rendered pursuant to this Agreement, the Company will provide Executive with the following pay and benefits during the Term:

(a) Base Salary. The Company will pay Executive an initial annual base salary of \$1 million, payable in accordance with the Company's customary payroll practices ("Base Salary"). Executive's Base Salary shall be subject to annual review by the Compensation Committee of the Board (the "Committee") during the Term.

(b) Annual Bonus. For each calendar year ending during the Term, Executive shall be eligible to earn a cash incentive award (the "Annual Bonus"). The Annual Bonus for each calendar year shall be 150% of Base Salary for target performance, 75% of Base Salary for threshold performance and 300% of Base Salary for superior performance, with the actual bonus being payable based on factors including but not limited to, the Company's achievement of applicable financial and operational performance objectives (and, if the level of achievement is between any of the performance levels set forth for threshold, target, and superior performance, the Annual Bonus will be determined by straight-line interpolation between such levels of achievement), as well as local, national and/or global conditions that directly or indirectly affect the Company as determined by the Committee in its discretion. The calculation of the Annual Bonus shall be made promptly after the completion of the annual audit for each year, subject to approval by the Committee; provided, however, that in no event shall any Annual Bonus be paid to Executive later than March 15 of the calendar year following the calendar year for which the Annual Bonus was earned. Except as provided in Section 5, Executive shall not be eligible to earn or receive an Annual Bonus for a calendar year during the Term unless he is employed by the Company on December 31 of the calendar year to which such bonus relates.

(c) Participation in Executive Benefit Plans; Private Office and Administrative Assistance. Executive is entitled, if and to the extent eligible, to participate in the Company's benefit plans generally available to Company employees in similar positions. For each full month during the Term, the Company shall provide Executive with a car allowance in the amount of \$625 per month. Executive shall be given a private office with administrative assistance at Executive's principal place of employment as specified in Section 3(b) above and any and all reasonable facilities and services so as to be suitable with his position as Executive Chairman of the Board, and so as to assist in the performance of his duties and activities.

(d) Long-Term Incentives.

(i) Annual Long-Term Incentive Award. For each calendar year during the Term commencing with 2026, Executive will be eligible for an annual equity-based award with a target value of \$1,650,000, which award will be made pursuant to the Universal Insurance Holdings, Inc. 2021 Omnibus Incentive Plan, as it may be amended from time to time, and any successor plan thereto (the "Omnibus Plan"), will be subject to the terms and conditions of the applicable equity award agreement that evidences such award under the Omnibus Plan, and will be governed by the Omnibus Plan, the applicable equity award agreement, and any other applicable award documentation. In the event of a conflict between this Agreement and such award agreement, the award agreement will govern.



(ii) Retention Award. On or as soon as practicable following the Effective Date, the Company shall grant Executive an award of 300,000 restricted shares (the “Restricted Shares,” and such award the “Retention Award”). One-fifth of the Restricted Shares subject to the Retention Award will vest on each of the first four anniversaries of the grant date for the Retention Award, and the remaining one-fifth of the Restricted Shares will vest on December 31, 2029, subject to Executive’s continued employment with the Company through the applicable vesting date. The Retention Award will be subject to the terms and conditions set forth in the Omnibus Plan and the applicable award agreement issued thereunder. In the event of a conflict between this Agreement and such award agreement, the award agreement will govern.

(e) Vacation. Executive will be entitled to 20 days (four weeks) of paid vacation per calendar year (earned pro rata over the course of the year), subject to the Company’s standard vacation policies. Any unused vacation for a given calendar year shall accrue, and the aggregate value of any unused accrued vacation shall be paid to Executive upon the termination of Executive’s employment with the Company.

(f) Expense Reimbursement. The Company will pay or reimburse Executive for all appropriate business expenses Executive incurs in connection with Executive’s duties under this Agreement, in accordance with the Company’s policies as in effect from time to time, subject to the timely submission by Executive of written documentation of such expenses in accordance with the applicable policies of the Company.

5. Termination of Employment.

(a) Notice. Subject to the provisions of this Section 5, the Company may terminate Executive’s employment, and Executive may resign his employment, for any reason or for no stated reason, at any time during the Term. The Company shall give Executive 60 days’ prior written notice of its intention to terminate his employment other than for Cause (as defined below), and Executive shall give the Company 60 days’ prior written notice of his intention to resign for any reason. Any such notice shall specify the applicable termination or resignation date. In the event of a termination or resignation notice, the Company will have the right to restrict Executive’s access to its premises, clients and employees during the notice period. For the avoidance of doubt, this Agreement shall automatically terminate upon the date of the annual meeting at which stockholders do not re-elect Executive as a director of the Company.

(b) Accrued Obligations. If Executive’s employment ends for any reason, Executive (or in the event of his death, Executive’s estate) will receive, within 30 days following the Termination Date (as defined below), a lump sum cash payment equal to: (i) his accrued but unpaid Base Salary through the Termination Date and any earned but unpaid Annual Bonus for any year prior to the year in which the Termination Date occurs, (ii) any employee benefits Executive may be entitled to pursuant to the Company’s employee benefit plans through the Termination Date, (iii) any accrued and unused vacation through the Termination Date, and (iv) any expenses reimbursable under Section 4(f) incurred but not yet reimbursed to Executive through the Termination Date (collectively, the “Accrued Obligations”).

(c) Termination with Cause or Failure to be Re-Elected; Resignation without Good Reason.

(i) In General; Payments. The Company has the right at any time to terminate Executive’s employment with the Company for Cause and, subject to Section 5(a) above, Executive has the right to resign without Good Reason (as defined below). If the Company terminates Executive for an event of Cause described in clause (B), (C), or (D) of Section 5(c)(ii), the Company shall provide Executive 30 days prior to the date on which it intends to terminate Executive’s employment for Cause with a written notice from the Company identifying the reasons that are alleged to constitute Cause and shall afford Executive a reasonable opportunity to meet once with the Board within the 30-day notice period to discuss and present evidence relevant to the Board’s conclusions. If the Company terminates Executive’s employment for an event of Cause not described in the previous sentence, such termination shall be effective immediately upon the Company’s written notice to Executive. If the Company terminates Executive’s employment for Cause, the stockholders do not re-elect Executive as a director of the Company, or Executive resigns without Good Reason, the Company’s obligation to Executive shall be

limited solely to the Accrued Obligations. If Executive's employment is terminated for Cause, the stockholders do not re-elect Executive as a director of the Company, or Executive resigns without Good Reason, (A) no Annual Bonus shall be payable for the calendar year in which such termination occurs, and (B) any vested and unvested equity awards shall be treated as provided in the applicable award agreement.

(ii) For purposes of this Agreement, "Cause" means, as determined by a majority of the non-employee members of the Board and documented in a resolution of the Board approved by such majority of non-employee members of the Board, any of the following: (A) Executive's abuse of alcohol or any controlled substance; (B) a willful act of fraud, dishonesty or breach of fiduciary duty on the part of Executive with respect to the business or affairs of the Company; (C) a knowing and material failure by Executive to comply with applicable laws and regulations or professional standards relating to the business of the Company; (D) Executive's willful and continuing failure to perform his duties to the Company (after notice from the Board of such failure) or any material breach by Executive of a provision of this Agreement except, in each case, where such failure or breach is caused by the illness or other similar medical incapacity (other than for a reason described in clause (A) of this Section 5(c)(ii)) of Executive or any willful act or omission by Executive that results in material harm to the Company's financial condition, business or reputation; (E) Executive being subject to an inquiry or investigation by a governmental authority or self-regulatory organization such that the existence of such inquiry or investigation will, in the judgment of the Board, result in material damage to the Company's business interests, licenses, reputation or prospects; or (F) Executive's conviction of, or plea of guilty or no contest to: (I) any felony or (II) any misdemeanor involving moral turpitude. For purposes of this definition, no act or omission shall be deemed willful unless done intentionally and without a good faith belief by Executive that such act or omission was in the best interest of the Company.

(d) Non-Renewal; Termination without Cause; Resignation for Good Reason Not in Connection with a Change in Control.

(i) Subject to the further provisions of this Section 5(d) and Section 6, if the Term expires without renewal or extension by the Company, the Company terminates Executive's employment without Cause or Executive resigns for Good Reason, in each case prior to or more than 24 months following a Change in Control, the Company will pay Executive on the 60<sup>th</sup> day following the Termination Date, in addition to the Accrued Obligations, a lump-sum cash payment equal to the following (the "Severance Amount"):

- Two and a half times the sum of (A) Executive's annual Base Salary (based on the rate in effect immediately prior to the Termination Date) plus (B) Executive's target Annual Bonus opportunity for the year in which the Termination Date occurs; and
- The cost of 18 months of COBRA coverage for Executive and his dependents (based on the COBRA rates and coverage elections in effect on the Termination Date).

In addition, by no later than March 15<sup>th</sup> of the year following the year in which the Termination Date occurs, Executive shall receive a *pro rata* portion of the Annual Bonus (the "Pro Rata Bonus") for the year of termination calculated based on the Company's actual performance for such year and prorated based on the numbers of days elapsed in such year through the Termination Date.

(ii) Subject to the further provisions of this Section 5(d) and Section 6, and any more favorable provisions set forth in the applicable award agreement, in the event of (A) the expiration of the Term without renewal or extension by the Company, (B) Executive's termination by the Company without Cause, or (C) Executive's resignation for Good Reason, all of Executive's then outstanding equity-based awards granted by the Company (collectively "Equity Awards") shall fully vest immediately as of the Termination Date, with any Performance-Based Equity Awards deemed earned at the target performance level (the "Additional Equity Vesting"). Any then vested stock options (including stock options that vested in accordance with this paragraph) held by Executive shall remain exercisable for a period of one year

following the Termination Date (but not beyond the original term of the stock options) (“Extended Exercisability”).

(iii) The Company’s obligation to pay Executive the Severance Amount and the Pro Rata Bonus and to provide the Additional Equity Vesting and the Extended Exercisability are each expressly conditioned upon Executive’s execution and timely delivery to the Company of a valid and irrevocable release agreement in substantially the form of attached Schedule A by no later than 45 days following the Termination Date.

(iv) As used in this Agreement, “Good Reason” means any of the following acts or omissions by the Company occurring without Executive’s prior written consent: (A) any material adverse change in Executive’s title, duties or reporting responsibilities; (B) the assignment to Executive of duties materially inconsistent with Executive’s position as Executive Chairman or the failure of the Company to nominate Executive to the Board; (C) a reduction in Executive’s rate of Base Salary or target Annual Bonus opportunity or the failure by the Company (other than by reason of bankruptcy, insolvency or receivership) to pay Executive’s Base Salary or any earned Annual Bonus; (D) the requirement by the Board that Executive move his principal place of employment more than 50 miles from the location of his principal place of employment on the Effective Date; (E) any material breach by the Company of this Agreement; or (F) the failure of any acquirer or successor in a Change in Control to assume this Agreement. Notwithstanding the above, an act or omission by the Company shall not constitute an event of Good Reason unless Executive gives the Company written notice within 60 days following the date Executive first knows, or reasonably should have known, of the event constituting Good Reason and of his intention to resign for Good Reason if such Good Reason event is not cured by the Company, and the Company does not cure such event (retroactively with respect to any monetary matter) to the reasonable satisfaction of Executive within 30 days following the date the Company receives such written notice from Executive.

(e) Termination Due to Death or Disability.

(i) If, during the Term, Executive shall become unable to perform his duties as provided for herein by reason of Disability (as defined below), then the Company may, on 30 days’ prior written notice to Executive, temporarily suspend his status as Executive Chairman of the Board. In the event of such suspension, Executive shall remain an employee of the Company and receive his compensation and benefits as set forth above in Section 4 for the lesser of: (A) one year from the date of such suspension or (B) the date on which Executive is first eligible for long-term disability payments under the Company’s long-term disability plan then applicable to him (the “Suspension Period”). If during the Suspension Period, Executive returns to perform his duties as provided for herein, and there is no physical or mental inability to perform such duties, then Executive shall resume his status as Executive Chairman of the Board, and the Company shall continue payment of his full compensation and benefits as set forth in Section 4. Executive’s employment with the Company shall terminate at the end of the Suspension Period if Executive has not returned by the end of the Suspension Period to the full-time performance of his duties hereunder.

(ii) If Executive’s employment terminates because of Executive’s death or Disability, within 30 days of such termination, the Company will pay to Executive (or Executive’s estate, in the case of Executive’s death) the Accrued Obligations; provided, however, that, in the case of Executive’s death, benefit payments under any employee benefit plan shall be paid to Executive’s beneficiary or beneficiaries designated pursuant to such employee benefit plans in lieu of to his estate. In addition, (A) by no later than March 15<sup>th</sup> of the year following the year in which the Termination Date occurs, Executive (or Executive’s estate in the case of Executive’s death) shall also be paid a Pro Rata Bonus for the year in which the termination occurs, and (B) Executive’s Equity Awards shall be subject to the Additional Equity Vesting and the Extended Exercisability, in each case conditioned upon Executive’s (or his personal representative’s or estate’s) execution and timely delivery to the Company of a valid and irrevocable release agreement in substantially the form of attached Schedule A by no later than 45 days following the Termination Date.

(iii) “**Disability**” means a determination by the Board after review of written information provided by Executive’s healthcare provider that, as a result of a physical or mental injury or illness, Executive has been unable to perform the essential functions of Executive’s job for a period of 90 consecutive days.

(f) Termination Date. For purposes of this Agreement, “Termination Date” shall have the following meanings:

(i) in the event of Executive’s termination for Cause, subject to the applicable notice provisions, the date specified in the written notice of termination delivered to Executive by the Company in accordance with Section 5(c);

(ii) in the event of Executive’s resignation with or without Good Reason, the 60<sup>th</sup> day following the date the written notice of intention to resign is received by the Company or, if the Good Reason event is the failure of the Company to nominate Executive to the Board, the date of the annual meeting at which Executive is not so nominated;

(iii) in the event of Executive’s termination without Cause, the 60<sup>th</sup> day following the date the written notice of termination is received by Executive;

(iv) in the event of Executive’s termination due to death, the date of Executive’s death;

(v) in the event of Executive’s termination due to Disability, the last day of the Suspension Period, if Executive has not returned to the full-time performance of his duties as specified in Section 5(e) by such date;

(vi) in the event of the expiration of the Term without renewal or extension by the Company, the date following the last day of the Term; and

(vii) in the event of Executive’s termination due to the failure of the stockholders to re-elect Executive as a director of the Company, the date of the annual meeting at which stockholders did not re-elect Executive as a director of the Company.

6. Change in Control.

(a) Termination in Connection with a Change in Control.

(i) In the event that the Term expires without renewal or extension by the Company, the Company terminates Executive’s employment without Cause or Executive resigns his employment with the Company for Good Reason, in each case, upon or within 24 months following the date on which a Change in Control occurs (i.e., the CIC Date, as defined below), then: (A) in lieu of the Severance Amount, the Company or its successor shall pay Executive no later than the 60<sup>th</sup> day following the Termination Date a cash lump sum amount equal to the sum of (1) three times the sum of (I) Executive’s annual Base Salary (based on the rate in effect immediately prior to the Termination Date) plus (II) Executive’s target Annual Bonus opportunity for the year in which the Termination Date occurs; and (III) the cost of 18 months of COBRA coverage for Executive and his dependents (based on the COBRA rates and coverage elections in effect on the Termination Date). Notwithstanding anything herein to the contrary, Executive’s entitlements under clauses (A) and (B) of this Section 6(a)(i) are each expressly conditioned upon the timely satisfaction of the release delivery requirements of Section 5(d)(iii).

(ii) For purposes of this Agreement, a “Change in Control” shall be deemed to have occurred if: (A) there shall be consummated (I) any consolidation or merger in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company’s common stock would be converted into cash, securities or other property, other than a consolidation or a merger having the

same proportionate ownership of common stock of the surviving corporation immediately after the consolidation or merger or (II) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions other than in the ordinary course of business of the Company) of all, or substantially all, of the assets of the Company to any corporation, person or other entity which is not a direct or indirect wholly-owned subsidiary of the Company, (B) any person, group, corporation or other entity (collectively, "Persons") shall acquire beneficial ownership (as determined pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended, and rules and regulations promulgated hereunder) of more than 50% of the Company's outstanding common stock or voting securities or (C) individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board.

(iii) For purposes of this Agreement, the "CIC Date" shall mean: (A) with respect to a transaction contemplated under clause (A)(I) of Section 6(a)(ii), the closing date of such consolidation or merger; (B) with respect to a transaction contemplated under clause A(II) of Section 6(a)(ii), the date on which such sale, lease, exchange or other transfer is completed (which shall be the completion date of the final transaction if a series of transactions is contemplated); (C) with respect to an acquisition contemplated under clause (B) of Section 6(a)(ii), the date of the closing of the tender offer or other acquisition pursuant to which the requisite beneficial ownership percentage is acquired by such Person or Persons; and (D) with respect to a change in Board composition contemplated under clause (C) of Section 6(a)(ii), the date of appointment of the director or group of directors that would cause the Incumbent Board to cease to constitute a majority for purposes of such clause (C).

(b) Limitation on Change in Control Payments. Notwithstanding anything in this Agreement to the contrary, in the event that it is determined by an independent accounting firm chosen by mutual agreement of the parties (the "Accounting Firm") that any economic benefit, payment or distribution by the Company to or for the benefit of Executive, whether paid, payable, distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (and the applicable regulations thereunder) (the "Code") (such excise tax referred to in this Agreement as the "Excise Tax"), then the value of any such Payments payable under this Agreement (the "Agreement Payments") which constitute "parachute payments" under Section 280G(b)(2) of the Code, as determined by the Accounting Firm, will be reduced so that the present value of all Payments (calculated in accordance with Section 280G of the Code and the regulations thereunder), in the aggregate, is equal to 2.99 times Executive's "base amount," within the meaning of Section 280G(b)(3) of the Code (the "Reduced Amount"). Notwithstanding the foregoing, the Agreement Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that Executive would have a greater "Net After-Tax Receipt" (as defined below) of aggregate Payments if Executive's Agreement Payments were reduced to the Reduced Amount. "Net After Tax-Receipt" shall mean the present value (as determined in accordance with Section 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws (and including any employment, social security or Medicare taxes, and other taxes (including any other excise taxes)), determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to Executive's taxable income for the tax year in which the CIC Date occurs, or such other rate(s) as the Accounting Firm determines to be likely to apply to Executive in the relevant tax year(s) in which any Payment is expected to be made.

## 7. Restrictions and Obligations of Executive.

(a) Non-Disparagement. Executive will not at any time (whether during or after the Term) publish or communicate to any person or entity any Disparaging remarks, comments or statements concerning the Company or

any member of the Company Group and any of its or their respective present and former members, partners, directors, officers, stockholders, employees, agents, attorneys, successors, assigns, clients and agents. The Company will not at any time (whether during or after the Term) cause or assist the then-current Chief Executive Officer or any of its then-current directors to publish or communicate, to any person or entity any Disparaging remarks, comments or statements concerning Executive. “Disparaging” remarks, comments or statements are those that impugn the character, honesty, integrity, morality, business acumen or abilities in connection with any aspect of the operation of business of the individual or entity being disparaged. The obligations under this Section 7(a) shall not apply to disclosures required by applicable law, regulation, or order of a court or governmental agency. Further, nothing in this Agreement prohibits Executive from (i) speaking with law enforcement, the Equal Employment Opportunity Commission, any state or local division of a human rights or fair employment agency, or Executive’s attorney, (ii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful, or (iii) making disclosures that are protected under the whistleblower provisions of federal law or regulation or under other applicable law or regulation.

(b) Confidentiality.

(i) During the course of Executive’s employment, Executive has had and will have access to certain trade secrets and confidential information relating to the Company and the members of the Company Group which is not readily available from sources outside the Company. The parties agree that the business in which the Company and the Company Group engages is highly sales-oriented and the goodwill established between Executive and the Company’s customers and potential customers is a valuable and legitimate business interest worthy of protection under this Agreement. Executive recognizes that, by virtue of Executive’s employment by the Company, Executive is granted otherwise prohibited access to the Company Group’s confidential and proprietary data which is not known to its competitors and which has independent economic value to the Company and that Executive will gain an intimate knowledge of each member of the Company Group’s reinsurance business and its policies, customers, employees and trade secrets, and of other confidential, proprietary, privileged or secret information of the Company and its clients (collectively, all such nonpublic information is referred to as “Confidential Information”). This Confidential Information includes, but is not limited to, data relating to each member of the Company Group’s marketing and servicing programs, procedures and techniques, business, management and personnel strategies, analytic tools and processes, the criteria and formulae used by the Company and other members of the Company Group in pricing its insurance products and claims management, loss control and information management services, the Company’s and each Company Group member’s computer system, reinsurance marketing program and the skill of marketing and selling products, the structure and pricing of special reinsurance products or packages that each member of the Company Group has negotiated with various underwriters, lists of prospects, customer lists and renewals, the identity, authority and responsibilities of key contacts at clients’ accounts, the composition and organization of clients’ business, the peculiar risks inherent in a client’s operations, highly sensitive details concerning the structure, conditions and extent of a client’s existing insurance and reinsurance coverages, policy expiration dates and premium amounts, commission rates, risk management service arrangements, loss histories and other data showing clients’ particularized insurance requirements and preferences.

(ii) Except as required by law or an order of a court or governmental agency with jurisdiction, Executive will not, during the Term or any time thereafter, disclose any Confidential Information, directly or indirectly, to any person or entity for any reason or purpose whatsoever, nor will Executive use Confidential Information for any commercial or business purpose other than performing Executive’s duties to the Company pursuant to this Agreement or a consulting arrangement described in Section 2(b). Executive will take all reasonable steps to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Executive understands and agrees that Executive will acquire no rights to any such Confidential Information.

(iii) At the Company’s request from time to time and upon the termination of Executive’s employment for any reason, Executive will promptly deliver to the Company all copies and embodiments,

in whatever form, of all Confidential Information in Executive's possession or within Executive's control (including, but not limited to, memoranda, records, notes, plans, photographs, manuals, notebooks, documentation, program listings, flow charts, magnetic media, disks, diskettes, tapes and all other materials containing any Confidential Information) irrespective of the location or form of such material. If requested by the Company, Executive will provide the Company with written confirmation that all such materials have been delivered to the Company as provided herein.

(iv) Notwithstanding anything herein to the contrary, Executive shall have the right under Federal law to certain protections for cooperating with or reporting legal violations to the Securities and Exchange Commission (the "SEC") and/or its Office of the Whistleblower, as well as certain other governmental entities. No provisions in this Agreement are intended to prohibit Executive from disclosing this Agreement to, or from cooperating with or reporting violations to, the SEC or any other such governmental entity, and Executive may do so without disclosure to the Company. The Company may not retaliate against Executive for any of these activities, and nothing in this Agreement would require Executive to waive any monetary award or other payment that Executive might become entitled to from the SEC or any other governmental entity.

(v) Under the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b) (the "Act"), persons who disclose trade secrets in connection with lawsuits or other proceedings under seal (including lawsuits alleging retaliation), or in confidence to a federal, state or local government official, or attorney, solely for the purpose of reporting or investigating a suspected violation of law, enjoy immunity from civil and criminal liability under state and federal trade secrets laws for such disclosure. Executive acknowledges that Executive has hereby received adequate notice of this immunity, such that the Company is entitled to all remedies available for violations of the Act, including exemplary damages and attorney fees. Nothing in this Agreement is intended to conflict with the Act or create liability for disclosures of trade secrets that are expressly allowed by the Act.

(c) Non-Solicitation. While employed or otherwise engaged by the Company and for a period of 36 months thereafter (the "Non-Solicit Period"), Executive will not directly or indirectly solicit or attempt to solicit or induce, directly or indirectly: (i) any person who is a client, customer or policyholder of any member of the Company Group, or who was a client, customer or policyholder of any member of the Company Group at any time during the one-year period immediately prior to Executive's termination of service, for the purpose of marketing, selling or providing to any such party any services or products offered by or available from any member of the Company Group and (ii) any employee of, or independent contractor or consultant to, any member of the Company Group or any person who was an employee of, or independent contractor or consultant to, any member of the Company Group during the one-year period immediately prior to Executive's termination of service to terminate such employee's employment relationship or such independent contractor's or consultant's relationship with such member of the Company Group, in either case, to enter into an employment, independent contractor, consulting or similar relationship with Executive or any other person or any entity in competition with any member of the Company Group. During the Non-Solicit Period, Executive will not enter into an employment, consulting or independent contractor relationship, directly or indirectly, with any employee of, or independent contractor or consultant to, any member of a Company Group or any person who was an employee of, or independent contractor or consultant to, any member of a Company Group during the one-year period immediately prior to Executive's termination of service. Notwithstanding the foregoing, solicitations incidental to general advertising or other general solicitations in the ordinary course not specifically targeted at such employees, independent contractors or consultants and employment of (or entry into an independent contractor or consultancy relationship with) any person not otherwise solicited in violation hereof shall not be considered a violation of this Section 7(c). Executive shall not be in violation of this Section 7(c) solely by providing a reference for a former employee of, or independent contractor or consultant to, the Company.

(d) Non-Competition. While employed or otherwise engaged by the Company and for a period of 36 months thereafter (the "Non-Compete Period"), Executive will not, whether individually, as a director, manager, member, stockholder, partner, owner, employee, consultant or agent of any business, or in any other capacity, other than on behalf of a member of the Company Group, organize, establish, own, operate, manage, control, engage in,

participate in, invest in, permit Executive's name to be used by, act as a consultant or advisor to, render services for (alone or in association with any person, firm, corporation or business organization) or otherwise assist any person or entity that engages in or owns, invests in, operates, manages or controls any venture or enterprise which engages or proposes to engage in any business conducted by any member of the Company Group during the one-year period immediately prior to the date Executive's service terminates.

(e) Company Policies. During the Term and all periods thereafter, Executive will remain in material compliance with the Company's policies and guidelines, including the Company's code of business conduct or code of ethics.

8. Remedies; Specific Performance. The parties acknowledge and agree that Executive's breach or threatened breach of any of the restrictions set forth in Section 7 will result in irreparable and continuing damage to the Company and the Company Group for which there may be no adequate remedy at law and that the Company and the Company Group are entitled to equitable relief, including specific performance and injunctive relief as remedies for any such breach or threatened or attempted breach. Executive consents to the grant of an injunction (temporary or otherwise) against Executive or the entry of any other court order against Executive prohibiting and enjoining Executive from violating, or directing Executive to comply with, any provision of Section 7. Executive also agrees that such remedies are in addition to any and all remedies, including damages, available to the Company and the Company Group against Executive for such breaches or threatened or attempted breaches. In addition, without limiting the Company's and the Company Group's remedies for any breach of any restriction on Executive set forth in Section 7, except as required by law, Executive is not entitled to any payments set forth in Sections 5(d) or 6(a) if Executive has materially breached the covenants contained in Section 7. Executive will immediately return to the Company any such payments previously received under Sections 5(d) or 6(a) upon such a material breach and, in the event of such breach, the Company will have no obligation to pay any of the amounts that remain payable by the Company under Sections 5(d) or 6(a).

9. Code Section 409A. The provisions of this Section 9 shall apply notwithstanding any provision of this Agreement.

(a) Delay of Payments. If, at the time of Executive's termination or resignation with the Company, Executive is a Specified Employee (as defined below), then any amounts payable to Executive that the Company determines constitute deferred compensation within the meaning of Section 409A of the Code and which are subject to the six-month delay required by Treas. Reg. Section 1.409A-1(c)(3)(v), shall be delayed and not paid to Executive until the first business day following the six-month anniversary of Executive's date of termination or resignation (the "Deferral Date"), at which time such delayed amounts will be paid to Executive in a cash lump sum (the "Catch-Up Amount"). If payment of an amount is delayed as a result of this Section 9(a), such amount shall be increased with interest from the date on which such amount would otherwise have been paid to Executive but for this Section 9(a) to the day prior to the date the Catch-Up Amount is paid. The rate of interest shall be the applicable short-term federal rate applicable under Section 7872(f)(2)(A) of the Code for the month in which the date of Executive's termination or resignation occurs. Such interest shall be paid at the same time that the Catch-Up Amount is paid. If Executive dies on or after the date of Executive's termination or resignation of employment and prior to the Deferral Date, any amount delayed pursuant to this Section 9(a) shall be paid to Executive's estate or beneficiary, as applicable, together with interest, within 30 days following the date of Executive's death.

(b) "Specified Employee" has the meaning set forth in Section 409A(a)(2)(B)(i) of the Code. The determination of whether Executive constitutes a Specified Employee on the date of his termination or resignation shall be made in accordance with the Company's established methodology for determining Specified Employees.

(c) No amounts payable to Executive that the Company determines constitute deferred compensation within the meaning of Section 409A of the Code and that are payable upon Executive's termination, resignation or separation shall be paid or payable until Executive has experienced a Separation from Service. "Separation from Service" means a "separation from service" from the Company within the meaning of the default rules under the final regulations issued pursuant to Section 409A of the Code.



(d) Separate Payments and Reimbursements. For purposes of applying the provisions of Section 409A of the Code to this Agreement, each separately identifiable amount to which Executive is entitled under this Agreement shall be treated as a separate payment. To the extent any reimbursements or in-kind benefit payments under this Agreement are subject to Section 409A, such reimbursements and in-kind benefit payments shall be made in accordance with Section 409A, and payments of such reimbursements or in-kind benefits shall be made on or before the last day of the calendar year following the calendar year in which the relevant expense is incurred.

10. Clawback Policies. All compensation granted to Executive hereunder shall be subject to recoupment in accordance with any recoupment policy that the Company may adopt from time to time, to the extent any such policy by its terms is applicable to Executive and to such compensation, including the Universal Insurance Holdings, Inc. Clawback Policy. For purposes of the foregoing, Executive expressly and explicitly authorizes (a) the Company to issue instructions, on Executive's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold shares of Company stock and other amounts acquired under any Equity Award to re-convey, transfer or otherwise return such shares and/or other amounts to the Company and (b) the Company's recovery of any covered compensation through any method of recovery that the Company deems appropriate, including by reducing any amount that is or may become payable to Executive. Executive further agrees to comply with any request or demand for repayment by the Company or any affiliate of the Company in order to comply with such policies or applicable law. To the extent that this Agreement and any Company recoupment policy conflict, the terms of the recoupment policy shall prevail.

11. Notice. For purposes of this Agreement, all notices and other communications will be in writing and will be deemed to have been duly given when delivered or if sent either by Federal Express, hand-delivery, e-mail, or postage prepaid, by certified mail, return receipt requested, with a copy by ordinary mail, to the addresses below:

If to Executive:

Sean P. Downes  
At Executive's most recent address  
on file with the Company

If to the Company:

Universal Insurance Holdings, Inc.  
1110 West Commercial Boulevard  
Fort Lauderdale, Florida 33309  
Attn: Beth Wallace  
bwallace@universalproperty.com

or to such other address as any party may have furnished to the other in writing in accordance with this Section 11, except that notices of any change of address is effective only upon actual receipt.

12. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto, including, without limitation, the Prior Agreement. No severance or other termination payments are payable to Executive under the Prior Agreement or under any other plan or arrangement of the Company in connection with the execution of this Agreement or the termination of the Prior Agreement.

13. Waiver and Amendments. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. Except as provided in Section 5(c) or 5(d)(iv), no delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver with respect to any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

14. Governing Law. This Agreement and the implementation of it shall be subject to and governed by the laws of the State of Florida applicable to contracts fully executed and performed in such State.

15. Venue. The parties agree that the exclusive venue for any litigation relating to this Agreement will be the state courts located in Broward County, Florida and the United States District Court, Southern District of Florida, Fort Lauderdale Division in Broward County, Florida. The parties waive any rights to object to venue as set forth herein, including any argument of inconvenience for any reason.

16. Assignability by the Company and Executive. The Company shall have the right to assign this Agreement to its successors or assigns, and Executive hereby consents to any such assignment. All covenants or agreements hereunder shall inure to the benefit of, and be enforceable by or against, the Company's successors or assigns. The terms "successors" and "assigns" shall include, but not be limited to, any successor upon a Change in Control. Executive may not assign this Agreement or the rights and entitlements hereunder, except that any payments owed to Executive under this Agreement in the event of his death shall be payable to his estate. Executive may not delegate his duties and responsibilities hereunder.

17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

18. Headings. The headings in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning of terms contained herein.

19. Severability. If any term, provision, covenant or restriction of this Agreement, or any part thereof, is held by a court of competent jurisdiction of any foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority to be invalid, void, unenforceable or against public policy for any reason, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected or impaired or invalidated. If any court determines that any of such covenants, or any part thereof, is invalid or unenforceable because of the geographic or temporal scope of such provision, such court will reduce such scope to the minimum extent necessary to make such covenants valid and enforceable. Executive acknowledges that the restrictive covenants contained in Section 7 are a condition of this Agreement and are reasonable and valid in temporal scope and in all other respects.

20. Tax Withholding. The Company or other payor is authorized to withhold from any benefit provided or payment due hereunder the amount of withholding taxes due any federal, state or local authority in respect of such benefit or payment and to take such other action as may be necessary in the Company's opinion to satisfy all obligations for the payment of such withholding taxes.

21. Obligations Survive Termination of Employment. The termination of Executive's employment for whatever reason will not impair or relieve Executive of any of Executive's obligations under this Agreement which, by their express terms or by implication, extend beyond the term of Executive's employment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above mentioned.

EXECUTIVE:

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Sean P. Downes

UNIVERSAL INSURANCE HOLDINGS, INC.

By: Michael A. Pietrangelo  
Title: Chairman, Compensation Committee of the  
Board of Directors  
**Schedule A**

**RELEASE AGREEMENT**

In consideration of the payments and benefits to be provided to him by Universal Insurance Holdings, Inc. (the "Company") pursuant to the Amended and Restated Executive Chairman Agreement dated as of July 28, 2025, by and between the Company and himself (the "Executive Chairman Agreement"), Sean P. Downes ("Executive"), agrees to be bound by this Release Agreement (the "Agreement").

Accordingly, Executive agrees as follows:

1. Release.

(a) Executive waives any claims he may have for employment by the Company and agrees not to seek such employment or reemployment by the Company in the future. Further, in consideration of the payments and benefits to be provided by the Company pursuant to the Executive Chairman Agreement, Executive, on behalf of himself and his heirs, executors, devisees, successors and assigns, knowingly and voluntarily releases, remises, and forever discharges the Company and its parents, subsidiaries or affiliates, together with each of their current and former principals, officers, directors, principals, partners, members, stockholders, agents, representatives, attorneys, accountants, insurers and employees, and each of their heirs, executors, successors and assigns and the Company's and its affiliates' benefit plans (and the fiduciaries and trustees of such plans) (collectively, the "Releasees"), from liability for, and Executive hereby waives, any and all debts, demands, actions, causes of action, accounts, covenants, contracts, agreements, claims, damages, omissions, promises, and any and all claims and liabilities whatsoever, of every name and nature, known or unknown, suspected or unsuspected, both in law and equity ("Claims"), which Executive ever had, now has, or may hereafter claim to have against the Releasees by reason of any matter or cause whatsoever arising from the beginning of time to the time he signs this Agreement (the "General Release"). This General Release of Claims shall apply to any Claim of any type, including, without limitation, any and all Claims of any type that Executive may have arising under the common law, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 (including as amended by the Older Workers Benefit Protection Act), Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, Sections 1981 through 1988 of Title 42 of the United States Code, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Rehabilitation Act of 1973, the Equal Pay Act of 1963, the Immigration Reform Control Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Family and Medical Leave Act of 1993, the Sarbanes-Oxley Act of 2002, the Florida Civil Rights Act, the Florida Whistleblower Protection Act, the Florida Workers' Compensation Retaliation Provision, the Florida Minimum Wage Act, Article X, Section 24 of the Florida Constitution, the Florida Fair Housing Act, and the Florida Domestic Violence Leave Law, each as amended, and any other federal, state, local or foreign statutes, regulations, ordinances or common law, or under any policy, agreement, contract, understanding or promise, written or oral, formal or informal, between any of the Releasees and Executive, and shall further apply, without limitation, to any and all Claims in connection with, related to or arising out of Executive's employment relationship, or the termination of his employment, with the Company, including, but not limited to, claims regarding wages, benefits, vacation, sick leave, business expense reimbursements, wrongful termination, breach of the covenant of good faith and fair dealing; intentional or negligent infliction of emotional distress, retaliation, outrage, defamation, invasion of privacy, breach of contract, fraud or negligent misrepresentation, harassment; breach of duty, negligence, discrimination, claims under any employment, contract or tort laws; claims arising under any other federal law, state law, municipal law, local law, or common law; any claims arising out of any employment contract, policy or procedure. This Agreement is not intended to indicate that

any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for the consideration received by Executive pursuant to this Agreement, any and all potential claims of this nature that Executive may have against the Releasees, regardless of whether they actually exist, are expressly settled, compromised and waived. **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE RELEASEES.**

(b) For the purpose of implementing a full and complete release, Executive understands and agrees that this Agreement is intended to include all claims, if any, which Executive or his heirs, executors, devisees, successors and assigns may have and which Executive does not now know or suspect to exist in his favor against the Releasees, from the beginning of time until the time he signs this Agreement, and this Agreement extinguishes those claims.

(c) In consideration of the promises of the Company set forth in the Executive Chairman Agreement, Executive hereby releases and discharges the Releasees from any and all Claims that Executive may have against the Releasees arising under the Age Discrimination Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder ("ADEA"). Executive acknowledges that he understands that the ADEA is a federal statute that prohibits discrimination on the basis of age in employment, benefits and benefit plans. Executive also understands that, by signing this Agreement, he is waiving all Claims against any and all of the Releasees.

(d) This General Release shall not apply to (i) any obligation of the Company pursuant to the Executive Chairman Agreement, (ii) any benefit to which Executive is entitled under any tax qualified pension plan of the Company or its affiliates, COBRA continuation coverage benefits, vested benefits under other benefit plans of the Company or its affiliates or any other welfare benefits required to be provided by statute, (iii) any claim related to acts, omissions or events occurring after the date this Agreement is signed by Executive and (iv) any right as a former employee of the Company that Executive may have to indemnification under the bylaws of the Company or under any directors and officers liability insurance policy then applicable to him.

Capitalized words not otherwise defined herein have the meanings assigned thereto in the Executive Chairman Agreement.

2. Consultation with Attorney; Voluntary Agreement. The Company advises Executive to consult with an attorney of his choosing prior to signing this Agreement. Executive understands and agrees that he has the right and has been given the opportunity to review this Agreement and, specifically, the General Release in Section 1 above, with an attorney. Executive also understands and agrees that he is under no obligation to consent to the General Release set forth in Section 1 above. Executive acknowledges and agrees that the payments to be made to Executive pursuant to the Executive Chairman Agreement are sufficient consideration to require him to abide with his obligations under this Agreement, including but not limited to the General Release set forth in Section 1. Executive represents that he has read this Agreement, including the General Release set forth in Section 1, and understands its terms and that he enters into this Agreement freely, voluntarily, and without coercion.

3. Effective Date; Revocation. Executive acknowledges and represents that he has been given at least [21 // 45] days during which to review and consider the provisions of this Agreement and, specifically, the General Release set forth in Section 1 above. Executive further acknowledges and represents that he has been advised by the Company that he has the right to revoke this Agreement for a period of seven days after signing it. Executive acknowledges and agrees that, if he wishes to revoke this Agreement, he must do so in a writing, signed by him and received by the Company no later than 5:00 p.m. Eastern Time on the seventh day of the revocation period. If no such revocation occurs, the General Release and this Agreement shall become effective on the eighth day following his execution of this Agreement.

4. Severability. In the event that any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

5. Waiver. No waiver by either party of any breach by the other party of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of any other provision or condition at the time or at any prior or subsequent time.

6. Governing Law. This Agreement and the implementation of it shall be subject to and governed by the laws of the State of Florida applicable to contracts fully executed and performed in such State.

7. Representations and Warranties Regarding Claims. Executive represents and warrants that, as of the time at which Executive signs this Agreement, Executive has not filed or joined any claims, complaints, charges, or lawsuits against any of the Releasees with any governmental agency, entity or authority, or with any state or federal court or arbitrator for, or with respect to, a matter, claim, or incident that occurred or arose out of one or more occurrences that took place on or prior to the time at which Executive signs this Agreement. For the avoidance of doubt, this Section 7 shall not extend to legally protected whistleblower claims.

8. Executive shall, and shall cause Executive's affiliates, representatives and agents to, from time to time at the request of the Company and without any additional consideration, furnish the Company with such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or desirable to carry out the provisions of this Agreement.

EXECUTIVE:

/s/ Sean P. Downes  
Sean P. Downes

Date: July 28, 2025

**ACCOUNTANTS' ACKNOWLEDGMENT**

We hereby acknowledge our awareness of the use of our report dated July 30, 2025, included within the Quarterly Report on Form 10-Q of Universal Insurance Holdings, Inc. for the quarter ended June 30, 2025, in Registration Statement numbers 333-163564, 333-174125, 333-181994, 333-189122, 333-203866, 333-215750, 333-222993, 333-238314, 333-257896, and 333-280911 on Form S-8.

Pursuant to Rule 436 under the Securities Act of 1933 (the “Act”), such report is not considered a part of a registration statement prepared or certified by an independent registered public accounting firm, or a report prepared or certified by an independent registered public accounting firm within the meaning of Sections 7 and 11 of the Act.

/s/ Plante & Moran, PLLC

East Lansing, Michigan  
July 30, 2025

CERTIFICATION PURSUANT TO RULE 13A-14 UNDER THE SECURITIES EXCHANGE ACT OF 1934  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Stephen J. Donaghy, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2025 of Universal Insurance Holdings, Inc. (the “Registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the Registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the Registrant’s internal control over financial reporting that occurred during the Registrant’s most recent fiscal quarter (the Registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant’s internal control over financial reporting; and
5. The Registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant’s auditors and the audit committee of the Registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant’s internal control over financial reporting.

Date: July 30, 2025

/s/ Stephen J. Donaghy

Stephen J. Donaghy  
Chief Executive Officer

CERTIFICATION PURSUANT TO RULE 13A-14 UNDER THE SECURITIES EXCHANGE ACT OF 1934  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Frank C. Wilcox, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2025 of Universal Insurance Holdings, Inc. (the “Registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the Registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the Registrant’s internal control over financial reporting that occurred during the Registrant’s most recent fiscal quarter (the Registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant’s internal control over financial reporting; and
5. The Registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant’s auditors and the audit committee of the Registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant’s internal control over financial reporting.

Date: July 30, 2025

/s/ Frank C. Wilcox

Frank C. Wilcox  
Chief Financial Officer



CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Universal Insurance Holdings, Inc. ("Company") on Form 10-Q for the fiscal quarter ended June 30, 2025 as filed with the Securities and Exchange Commission on the date hereof ("Report"), the undersigned, in the capacity and on the date indicated below, each hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: July 30, 2025

By: /s/ Stephen J. Donaghy  
Name: Stephen J. Donaghy  
Title: Chief Executive Officer

Date: July 30, 2025

By: /s/ Frank C. Wilcox  
Name: Frank C. Wilcox  
Title: Chief Financial Officer