

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900660743		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Discount Development Services, L.L.C.		10/21/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Coverdell & Company, Inc.		
Street Address:	2850 Golf Road		
City:	Rolling Meadows		
State/Country:	ILLINOIS		
Postal Code:	60008		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2070339	DISCOUNT DEVELOPMENT SERVICES	
Registration Number:	2005394	BEST BENEFITS	
Registration Number:	3472326	BEST BENEFITS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149813308		
Email:	jchester@sidley.com		
Correspondent Name:	Sidley Austin LLP c/o Julia M. Chester		
Address Line 1:	2021 McKinney Avenue, Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	01005-84260		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	01/23/2022		
Total Attachments: 67			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") effective October 21, 2021 ("Effective Date") is by and between **DISCOUNT DEVELOPMENT SERVICES, L.L.C.**, an Illinois limited liability company, having a principle business address of 185 North York Road, Elmhurst, Illinois 60126 ("Assignor") and **COVERDELL & COMPANY, INC.**, an Illinois corporation, having a principle business address of 2850 Golf Road, Rolling Meadows, Illinois 60008 ("Assignee"). Collectively, Assignor and Assignee are referred to herein as "the Parties".

WHEREAS, pursuant to that certain Stock Purchase Agreement dated as of July 3, 2018 by and between Reassurance Holdings, Inc., owner of 100% of the outstanding shares of Assignor and Assignee and related intellectual property, and Arthur J. Gallagher Risk Management Services, Inc. ("AJGRMS"), AJGRMS acquired 100% of the shares of Reassurance Holdings, Inc., its related companies including Assignor and Assignee, and related intellectual property ("the Acquired Companies"). (See Stock Purchase Agreement attached hereto as Exhibit B);

WHEREAS, Assignor and Assignee are and have been ongoing and existing businesses as of the Effective Date;

WHEREAS, as owner of 100% of the Acquired Companies, AJGRMS desires Assignor to assign all right, title and interest in, to and under the Trademarks attached hereto on Exhibit A to Assignee, and Assignor and Assignee accept such assignment;

NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers, to Assignee, and Assignee accepts, all worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business symbolized thereby, throughout the world, in the sole name of Assignee, successor to that portion of the business to which the marks pertain, and which business is ongoing and existing. Assignee, its successors and assigns, will hold and enjoy all right, title and interest in and to the Trademarks, the same as would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor represents and warrants that no assignment, grant, mortgage, license, pledge, encumbrance, alienation, or other agreement affecting the rights and property herein conveyed has been executed by Assignor in favor of any third party, and that the full right to convey the Trademarks herein is possessed by Assignor. In addition, Assignor confirms that it will not challenge the validity, or assist others

in challenging the validity or enforceability, of the Trademarks. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademarks.

3. Assignor hereby covenants and agrees that it will execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to realize and effect the purpose of this Assignment, without additional consideration. Assignor will communicate to Assignee all facts known to it relating to the Trademarks, and do all acts necessary to assist Assignee to maintain and enforce the Trademarks, and to perform such other acts as Assignee or its successors and assigns may deem necessary from time to time to secure the rights granted herein, throughout the world.

4. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment.

5. The Parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its registration. Each Party hereto shall fully cooperate with the other with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment

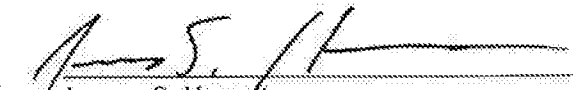
6. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.

7. Any amendments, modifications, alternations or supplements to this Assignment shall be made in writing to be legally effective.

8. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Illinois, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Illinois.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth below.

ASSIGNOR
DISCOUNT DEVELOPMENT SERVICES, L.L.C.

By: 
Name: Jerome S. Hanner
Title: Vice President

ASSIGNEE
COVERDELL & COMPANY, INC.

By: 
Name: Jerome S. Hanner
Title: Vice President

SCHEDULE A

Mark	Registration No.
DISCOUNT DEVELOPMENT SERVICES	2,070,339
BEST BENEFITS	2,005,394
BEST BENEFITS	3,472,326

[Schedule A to Trademark Assignment Agreement]

EXHIBIT B

EXECUTION VERSION

STOCK PURCHASE AGREEMENT

between

REASSURANCE HOLDINGS, INC.,

THE SELLERS IDENTIFIED HEREIN,

VINCENT DIBENEDETTO,

(in his capacity as a representative for the Sellers)

and

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.,

Dated as of July 3, 2018

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Exhibit A	Sellers
Exhibit B	Form of Escrow Agreement
Exhibit C	Form of At-Will Employee Agreement
Exhibit D	Form of Confidentiality and Non-Disclosure Agreement

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement"), dated as of July 3, 2018, is entered into by and among the Persons named on Exhibit A (each, a "Seller" and, collectively, "Sellers"), Reassurance Holdings, Inc., a Delaware corporation (the "Company"), Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation ("Buyer"), and Vincent DiBenedetto, in his capacity as a representative for the Sellers (in such capacity, the Sellers' Representative").

RECITALS

WHEREAS, Sellers own all of the issued and outstanding shares (the "Shares") of the Company;

WHEREAS, the Company beneficially owns all of the issued and outstanding equity interests in each of the other Acquired Companies (as defined herein); and

WHEREAS, Sellers wish to sell to Buyer the Shares and Buyer wishes to purchase from Sellers the Shares, all subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

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

"Business" means the business of the Acquired Companies conducted in the twelve (12) months prior to the date hereof, including: (a) marketing, administering, servicing, designing, selling, supporting and providing of insurance and non-insurance products, consumer marketing programs, Discount Medical Plans, membership programs and other products; (b) providing

services in connection with the activities described in clause (a), including direct-to-consumer marketing capabilities, third party administration, benefit contracting and fulfilment, customer service, billing and collecting, database management and reporting; and (c) owning, managing, operating, controlling, participating in, developing products for, advertising for, marketing for, servicing, advising or consulting of businesses that engage in activities described in clauses (a) and (b).

"Company" has the meaning set forth in the recitals.

"Company Group" means any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that, at any time on or before the Closing Date, includes or has included any of the Acquired Companies or any direct or indirect predecessor of any of the Acquired Companies, or any other group of corporations filing Tax Returns on a combined, consolidated, unitary or similar basis that, at any time on or before the Closing Date, includes or has included any of the Acquired Companies or any direct or indirect predecessor of any of the Acquired Companies.

"Company Intellectual Property" means all Intellectual Property and Intellectual Property Rights in which an Acquired Company has (or purports to have) an ownership interest of any nature (whether exclusively, jointly with another Person or otherwise) or an exclusive license or similar exclusive right in any field or territory.

"Company Intellectual Property Contract" means any Contract to which an Acquired Company is a party or by which an Acquired Company is bound, that contains any assignment, license of or right to, or any covenant not to assert or enforce, any Intellectual Property Right or that otherwise relates to any Company Intellectual Property or any Intellectual Property developed by, with or for an Acquired Company (it being understood that licenses to Open Source Code to which any Acquired Company is or was a party or by which any Acquired Company is or was bound shall constitute Company Intellectual Property Contracts).

PAGES 5-7 REDACTED

"Intellectual Property" means algorithms, application programming interfaces, apparatus, circuit designs and assemblies, gate arrays, net lists, test vectors, data, data collections and databases, diagrams, formulae, inventions (whether or not patentable), logos, marks (including brand names, product names, logos, domain names and slogans), methods, network configurations and architectures, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form, including source code and executable or object code), subroutines, techniques, Trade Secrets, user interfaces, URLs, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

"Intellectual Property Rights" means all rights of the following types, which may exist or be created under the Laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights and moral rights; (b) trademark and trade name rights and similar rights and the goodwill associated with any of the foregoing; (c) Trade Secret rights; (d) Patent and industrial property rights; (e) other proprietary rights in Intellectual Property; (f) rights in or relating to registrations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the rights referred to in clauses "(a)" through "(e)" above; and (g) together with, in each of clauses "(a)" through "(f)" above, all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same.

PAGES 9-12 REDACTED

"Registered IP" means all Intellectual Property Rights that are registered, filed, issued or granted under the authority of, with or by, any Governmental Authority, including all Patents, registered copyrights, registered trademarks, domain names and all applications for any of the foregoing.

PAGES 14-15 REDACTED

ARTICLE II
PURCHASE OF SHARES

Section 2.01 Purchase of Shares. Subject to the terms and conditions set forth herein, at the Closing, Sellers shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from Sellers, all of the Shares, free and clear of all Encumbrances (other than Encumbrances arising under securities Laws), for the applicable consideration specified in Section 2.02(a).

Section 2.02 Purchase Price.

PAGES 17-25 REDACTED

ARTICLE III
REPRESENTATIONS AND WARRANTIES RELATING TO THE COMPANY

Each of the Sellers and the Company jointly and severally represents and warrants to Buyer as follows:

Section 3.01 Authority of the Company. The Company has full corporate power and authority to execute, deliver and perform all obligations required of the Company under this Agreement and all of the Transaction Documents to which the Company is a party. All corporate action on the part of the Company, its officers, directors, managers, members and shareholders, as applicable, necessary for the authorization, execution and delivery of this Agreement and the Company's Transaction Documents and the performance of all obligations of the Company hereunder and thereunder has been taken. This Agreement has been duly authorized, executed and delivered by the Company and (assuming due authorization, execution and delivery by each other party thereto) constitutes, and the Company's Transaction Documents when executed and delivered will constitute, legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as may be limited by applicable bankruptcy, insolvency, reorganization or other similar Laws affecting the

enforcement of creditors' rights generally, and by principles of equity regarding the availability of remedies (whether in a proceeding at law or in equity).

Section 3.02 Organization, Authority and Qualification of the Acquired Companies.

Each Acquired Company is an entity, duly organized or formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization. Section 3.02(a) of the Seller Disclosure Schedule sets forth each jurisdiction in which each Acquired Company is licensed or qualified to do business. Each Acquired Company is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary.

Section 3.03 Capitalization.

PAGES 28-33 REDACTED

Section 3.12 Intellectual Property.

(a) Section 3.12(a) of the Seller Disclosure Schedule accurately identifies each item of Registered IP in which an Acquired Company has or purports to have an ownership interest of

any nature (whether exclusively, jointly with another Person or otherwise) or an exclusive license or similar exclusive right in any field or territory including:

(i) all Patents owned or filed by, or on behalf of, any Acquired Company or used in the business or operations of any Acquired Company to which such Acquired Company has exclusive rights in any field or territory, including the country of filing, owner, filing number, date of issue or filing, expiration date and title;

(ii) all registered trademarks and applications for registration of trademarks owned or filed by, or on behalf of, or used by any Acquired Company, including country of filing, description of goods or services, registration or application number and date of issue;

(iii) all registered copyrights and applications for registration of copyrights owned or filed by, or on behalf of, or used by any Acquired Company, including description of the work, country of filing, owner, filing number, date of issue and expiration date; and

(iv) all internet domain names and the like owned by any Acquired Company or used in the business or operations of any Acquired Company.

Section 3.12(a) of the Seller Disclosure Schedule also identifies any other Person that has or, to the Knowledge of Sellers, purports to have an ownership interest in any item of Registered IP identified thereon and the nature of such ownership interest. Sellers and the Company have made available to Buyer complete and accurate copies of all applications, correspondence with any Governmental Authority and other material documents related to each item of Registered IP identified in Section 3.12(a) of the Seller Disclosure Schedule.

(b) Section 3.12(b) of the Seller Disclosure Schedule accurately identifies (i) each item of Company Intellectual Property that is not Registered IP and that is necessary for the operation of the business of any Acquired Company in the manner in which such business is currently being conducted and (ii) any other Person that has or, to the Knowledge of Sellers, purports to have an ownership interest of any nature (whether exclusively, jointly with another Person or otherwise) in such item of Company Intellectual Property and the nature of such ownership interest. The Company has made available to Buyer complete and accurate copies of all material documents related to each such item of Company Intellectual Property.

(c) Section 3.12(c) of the Seller Disclosure Schedule accurately identifies: each Contract pursuant to which any Intellectual Property or Intellectual Property Right is or has been licensed, sold, assigned or otherwise conveyed or provided to an Acquired Company (other than non-exclusive licenses to "off-the-shelf" third party Computer Software that is generally available on standard commercial terms for an aggregate license fee for all of the Acquired Companies' internal users of less than \$25,000 annually, provided that such Computer Software is not distributed by an Acquired Company and is not otherwise material to such Acquired Company's business). Except as set forth in Section 3.12(c) of the Seller Disclosure Schedule, none of the licenses or rights granted to an Acquired Company in any such Contract is exclusive.

(d) Section 3.12(d) of the Seller Disclosure Schedule accurately identifies each Contract pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable and including a right to

receive a license) or interest in, including any covenant not to sue related to, any Company Intellectual Property, in each case other than non-exclusive licenses granted to customers of an Acquired Company in the ordinary course of business pursuant to an Acquired Company's standard form of customer agreement made available to Buyer. No Acquired Company is bound by, and no Company Intellectual Property is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of such Acquired Company to use, exploit, make available, assert or enforce any Company Intellectual Property anywhere in the world.

(e) Section 3.12(e) of the Seller Disclosure Schedule contains (i) a complete and accurate list of each Contract pursuant to which any Acquired Company is obligated to pay any royalties, fees, commissions and other amounts to any other Person upon or for the use of any Company Intellectual Property or any Company Product, and (ii) an accurate summary of the royalties, fees, commissions and other amounts payable to such Acquired Company under each such Contract upon or for such use.

(f) The Acquired Companies are the sole and exclusive owners of all right, title and interest to and in the Company Intellectual Property (other than Intellectual Property Rights exclusively licensed to the Acquired Companies, as identified in Section 3.12(c) of the Seller Disclosure Schedule), free and clear of any Encumbrances (other than Permitted Encumbrances). All modifications and derivative works of any Company Intellectual Property made by any Person are exclusively owned by an Acquired Company. Without limiting the generality of the foregoing:

(i) each Company Service Provider who is or was involved in the creation or development of any Company Product or any Intellectual Property or Intellectual Property Rights for or on behalf of any Acquired Company has signed a valid and enforceable agreement containing (A) an irrevocable assignment to such Acquired Company of all Intellectual Property and Intellectual Property Rights created or developed by such Company Service Provider in the course of that Company Service Provider's work for such Acquired Company, without further payment being owed to any Company Service Provider and without any restrictions or obligations on such Acquired Company's ownership and use of such Intellectual Property and Intellectual Property Rights pertaining to any Company Intellectual Property or Company Product and (B) confidentiality provisions protecting such Intellectual Property, Intellectual Property Rights, and Company Product, and no such Company Service Provider has any obligation to any other Person with respect to such Intellectual Property, Intellectual Property Rights or Company Product;

(ii) each Acquired Company has taken all reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all Trade Secrets and other proprietary or confidential information pertaining to such Acquired Company, the Company Intellectual Property, the Company Products, or the business of such Acquired Company;

(iii) each Acquired Company owns or otherwise has, and after the Closing the Acquired Companies will continue to have, all Intellectual Property and Intellectual Property

Rights needed to conduct the business of such Acquired Company as currently conducted and currently planned by such Acquired Company to be conducted;

(iv) no funding, facilities or personnel of any Governmental Authority or any university or educational institution were used, directly or indirectly, to develop or create, in whole or in part, any Company Intellectual Property;

(v) no Company Service Provider is subject to any Contract with any other Person that requires such Company Service Provider to assign any interest in inventions or other Intellectual Property or Intellectual Property Rights or keep confidential any Trade Secrets, proprietary data or other business or technical information;

(vi) no Acquired Company has performed, and is under no obligation under any Contract to perform, any development services for any customer where the deliverables or other results of such development services would be owned by such customer or where any Acquired Company has otherwise granted any ownership interest of any nature (whether exclusively, jointly with another Person or otherwise) to such customer; and

(vii) no Acquired Company has incorporated into or used in the development of any Company Products any suggestions or feedback of any customers of such Acquired Company or any other Person where such Acquired Company did not own or have valid rights to use such suggestions or feedback.

(g) All Company Intellectual Property (other than Intellectual Property Rights exclusively licensed to the Acquired Companies, as identified in Section 3.12(c) of the Seller Disclosure Schedule) is valid, subsisting and enforceable. Without limiting the generality of the foregoing:

(i) no trademark, service mark or trade name owned, used or applied for by any Acquired Company conflicts or interferes with, or is confusingly similar to, any trademark or trade name owned, used or applied for by any other Person, and each Acquired Company has taken reasonable steps to police the use of its trademarks;

(ii) Section 3.12(g)(ii) of the Seller Disclosure Schedule accurately identifies and describes each action, filing, and payment that must be taken or made on or before the date that is one hundred and twenty (120) days after the date of this Agreement in order to maintain an item of Company Intellectual Property in full force and effect;

(iii) Since January 1, 2014, no interference, opposition, cancellation, reissue, reexamination or other Action is or has been pending or, to the Knowledge of Sellers, threatened, in which the scope, validity or enforceability of any Company Intellectual Property is being, has been, or would reasonably be expected to be contested or challenged, and, to the Knowledge of Sellers, there is no basis for a claim that any Company Intellectual Property is invalid or unenforceable;

(iv) all necessary registration, maintenance, and renewal fees in respect of the Company Intellectual Property owned by any Acquired Company that is Registered IP have been

paid and all necessary documents and certificates have been filed with the relevant Governmental Authority for the purpose of maintaining such Company Intellectual Property; and

(v) no act has been done or omitted to be done by any Acquired Company, which has, had or would reasonably be expected to have the effect of impairing or dedicating to the public, or entitling any Person to cancel, forfeit, modify or consider abandoned, any Company Intellectual Property disclosed in Section 3.12(a) of the Seller Disclosure Schedule or giving any Person any rights with respect thereto.

(h) To the Knowledge of Sellers, since January 1, 2014 no Person has infringed, misappropriated or otherwise violated, and no Person is currently infringing, misappropriating or otherwise violating, any Company Intellectual Property. Sellers have made available to Buyer all documents regarding (i) any written or, to the Knowledge of Sellers, any other allegation of infringement or misappropriation of any Company Intellectual Property at any time since January 1, 2014 and (ii) any written third party allegations of any Acquired Company infringing or misappropriating any third party's Intellectual Property Rights at any time since January 1, 2014.

(i) Neither the execution, delivery or performance of this Agreement or any other agreements referred to in this Agreement nor the consummation of any of the transactions contemplated by this Agreement or any such other agreement entered into in connection herewith or therewith will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare: (i) a loss of, or Encumbrance on, any Company Intellectual Property; (ii) a breach of or default under, or right to terminate or suspend performance of, any Company Intellectual Property Contract; (iii) the release, disclosure or delivery of any Company Intellectual Property by or to any escrow agent or other Person; (iv) the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in any of the Company Intellectual Property; or (v) by the terms of any Company Contract, a reduction of any royalties, revenue sharing, or other payments any Acquired Company would otherwise be entitled to with respect to any Company Intellectual Property.

(j) No Acquired Company has, since January 1, 2014, infringed, misappropriated or otherwise violated, and is not currently infringing, misappropriating or otherwise violating any Intellectual Property Right of any other Person. Without limiting the generality of the foregoing, no infringement, misappropriation or similar claim or Action is pending or, to the Knowledge of Sellers, threatened against any Acquired Company or against any other Person who is or may be entitled to be indemnified, defended, held harmless or reimbursed by any Acquired Company with respect to any such claim or Action, and no Acquired Company has ever received any notice or other communication requesting, claiming, or demanding any of the foregoing with respect to any such claim or Action, and no Acquired Company has ever received any written notice or, to the Knowledge of Sellers, other communication relating to any actual, alleged or suspected infringement, misappropriation or violation by any Acquired Company, any Company Service Provider or other Representative of any Acquired Company of any Intellectual Property Rights of another Person, including any letter or other communication suggesting or offering that an Acquired Company obtain a license to any Intellectual Property Rights of another Person.

(k) None of the Company Software contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user's consent.

(l) Except as described on Section 3.12(l) of the Seller Disclosure Schedule, no source code for any Company Software has been delivered, licensed or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of an Acquired Company. Except as described on Section 3.12(l) of the Seller Disclosure Schedule, no Acquired Company has any duty or obligation (whether present, contingent or otherwise) to deliver, license or make available the source code for any Company Software to any escrow agent or other Person. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or would reasonably be expected to, result in the delivery, license or disclosure of the source code for any Company Software to any other Person.

(m) As it pertains to Open Source Code:

(i) Section 3.12(m)(i) of the Seller Disclosure Schedule accurately identifies and describes: (A) each item of Open Source Code that is contained in, distributed with or used in the development of the Company Software or from which any part of any Company Software is derived; (B) the version or versions of each such item of Open Source Code; (C) the Company Software to which each such item of Open Source Code relates; and (D) whether (and if so, how) each such item of Open Source Code has been distributed or modified by or for an Acquired Company.

(ii) Each Acquired Company's use, marketing, distribution, licensing, and sale of Company Software does not violate any license terms applicable to any item of Open Source Code, and each Acquired Company has all rights in each item of Open Source Code disclosed, or required to be disclosed, in Section 3.12(m)(i) of the Seller Disclosure Schedules as needed for such Acquired Company to conduct the business of such Acquired Company as currently conducted and currently planned by such Acquired Company to be conducted, without violation of any license terms pertaining to such Open Source Code or infringement of third-party Intellectual Property Rights. Each Acquired Company has complied with all licensing terms pertaining to each item of Open Source Code disclosed, or required to be disclosed, in Section 3.12(m)(i) of the Seller Disclosure Schedule.

(iii) Except as expressly stated in Section 3.12(m)(iii) of the Seller Disclosure Schedule, no Company Software contains, is combined with, is derived from, is distributed with or is being or was developed using Open Source Code in a manner that, or using Open Source Code that is licensed under any term that: (A) imposes or could impose a requirement or condition that an Acquired Company grant a license under its Patent rights or that any Company Software or part thereof: (1) be disclosed or distributed in source code form; (2) be licensed for the purpose of making modifications or derivative works; or (3) be redistributable at no charge;

or (B) otherwise imposes or could impose any other material limitation, restriction, or condition on the right or ability of any Acquired Company to use or distribute any Company Software.

(n) None of the Company Software: (i) contains any bug, defect, or error that materially adversely affects the use, functionality, or performance of such Company Software; or (ii) fails to comply with any applicable warranty or other contractual commitment relating to the use, functionality, or performance of such Company Software. The Company has made available to Buyer a complete and accurate list of all known bugs, defects, and errors in each version of the Company Software.

PAGES 41-51 REDACTED

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller, severally and not jointly, represents and warrants to Buyer as follows:

Section 4.01 Authority of Sellers. Such Seller has full power and authority to execute, deliver and perform all obligations required of such Seller under this Agreement and all of the Transaction Documents to which such Seller is a party. All action on the part of such Seller and their officers, directors, managers, members, trustees and shareholders, as applicable, necessary for the authorization, execution and delivery of this Agreement and such Seller's Transaction Documents (if any) and the performance of all obligations of such Seller hereunder and thereunder has been taken. This Agreement has been duly authorized, executed and delivered by such Seller and (assuming due authorization, execution and delivery by each other party thereto) constitutes, and each Seller's Transaction Documents when executed and delivered will constitute, legal, valid and binding obligations of each Seller party thereto enforceable in accordance with their terms, except as may be limited by applicable bankruptcy, insolvency, reorganization or other similar Laws affecting the enforcement of creditors' rights generally, and by principles of equity regarding the availability of remedies (whether in a proceeding at law or in equity). With respect to each Seller that is an individual, the execution and delivery by such

Seller of this Agreement and each other Transaction Document to which such Seller is or will be a party and the consummation by such Seller of the transactions contemplated hereby and thereby do not require any consent from any spouse of such Seller. The Trust Seller represents and warrants that the execution and delivery of this Agreement and each of the Trust Seller's Transaction Documents by the trustee of the Trust Seller, the performance by trustee of such trustee's obligations hereunder and thereunder and the consummation by such trustee of the transactions contemplated hereby and thereby are within the powers granted under the trust agreement governing the Trust Seller and require no further authorization or consent by any Person under such trust agreement to bind the Trust Seller hereunder and thereunder.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as follows:

Section 5.01 Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Illinois. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. All corporate action on the part of Buyer, its officers, directors, managers, and shareholders, as applicable, necessary for authorization, execution and delivery of this Agreement and Buyer's Transaction Documents

and the performance of all obligations of Buyer hereunder and thereunder has been taken. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Sellers) constitutes, and Buyer's Transaction Documents when executed and delivered will constitute, legal, valid and binding obligations of Buyer enforceable in accordance with their terms, except as may be limited by applicable bankruptcy, insolvency, reorganization or other similar Laws affecting the enforcement of creditors' rights generally, and by principles of equity regarding the availability of remedies (whether in a proceeding at law or in equity).

ARTICLE VI
CERTAIN PRE-CLOSING ACTIONS

The respective parties hereto covenant and agree to take the following actions between the date hereof and the Closing Date:

Section 6.01 Reasonable Access. From the date hereof until the Closing or the earlier termination of this Agreement, and subject to applicable Law, the Company shall, and shall cause the other Acquired Companies to, make available to Buyer and its Representatives, upon reasonable advance written notice to the Sellers' Representative, reasonable access, during normal business hours, to the properties, books, records, agreements, offices and other facilities

of the Acquired Companies and furnish to Buyer such information relating to the Acquired Companies as Buyer may from time to time reasonably request; provided, however, that (i) the Acquired Companies shall not be required to violate any obligation of confidentiality, Governmental Order or Law to which any Acquired Company is subject or to waive any privilege that any of them may possess in discharging its obligations pursuant to this Section 6.01 (but in such event the Sellers' Representative shall reasonably cooperate with Buyer to find a commercially reasonable alternative manner by which to permit the access contemplated by this Section 6.01); (ii) neither Buyer nor any of its Representatives shall have access to any employees of the Acquired Companies without the Sellers' Representative's prior written consent; and (iii) Buyer shall not be permitted to undertake any environmental sampling or invasive testing without Seller's prior written consent, which shall not be unreasonably withheld. Buyer hereby acknowledges and agrees that any investigation conducted by Buyer or its Representatives pursuant to this Section 6.01 shall be conducted in such a manner so as not to interfere unreasonably with the operations of the Acquired Companies.

PAGES 58-85 REDACTED

Section 12.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.03):

If to Sellers or the Sellers'
Representative: Vincent DiBenedetto
c/o Coverdell & Company, Inc.
8770 West Bryn Mawr
Suite 1000
Chicago, IL 60631
Facsimile: (773) 867-4423
E-mail: vince@coverdell.com

with a copy to: Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601
Facsimile: (312) 558-5700
E-mail: sgavin@winston.com
Attention: Steve Gavin

If to Buyer: Arthur J. Gallagher Risk Management
Services, Inc.
c/o Arthur J. Gallagher & Co.
2850 Golf Road
Rolling Meadows, IL 60008
Facsimile: 630-285-3484
E-mail: walt_bay@ajg.com
Attention: General Counsel

with a copy to: Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Facsimile: (312) 853-7036
E-mail: bfahrney@sidley.com
scarney@sidley.com
Attention: Brian J. Fahrney
Sean M. Carney

PAGES 87-91 REDACTED

agreements or transactions contemplated hereby, by any legal counsel currently representing the Seller Group (the "Specified Counsel") in connection with this Agreement or any other agreements or transactions contemplated hereby (the "Current Representation").

(b) Buyer waives and shall not assert, and agrees to cause the Acquired Companies to waive and to not assert, any attorney-client privilege with respect to any communication between any legal counsel and the Acquired Companies occurring during the Current Representation in connection with any Post-Closing Representation, including in connection with a dispute with Buyer and, following the Closing, with any of the Acquired Companies, it being the intention of the parties hereto that all rights to such attorney-client privilege and to control such attorney-client privilege shall be retained by Sellers' Representative (on behalf of Sellers); provided, that the foregoing waiver and acknowledgment of retention shall not extend to any communication not involving this Agreement or any other agreements or transactions contemplated hereby. All communications involving attorney-client confidences with the Seller Group in the course of the Current Representation shall be deemed to be attorney-client confidences that belong solely to the Seller Group and not to Buyer or the Acquired Companies. Accordingly, (i) Buyer and the Acquired Companies shall not have access to any such communications, or to the files of any Specified Counsel related to the Current Representation; (ii) to the extent that files of any Specified Counsel related to the Current Representation constitute property of the client, only the Sellers' Representative (on behalf of Sellers) shall hold such property rights; (iii) no Specified Counsel shall have any duty whatsoever to reveal or disclose any such attorney-client communications or files to either the Buyer or the Acquired Companies by reason of any attorney-client relationship between such Specified Counsel and the Acquired Companies or otherwise.

(c) Notwithstanding anything to the contrary, the foregoing Sections 12.15(a) and (b) shall not apply in respect of any matter in which any Specified Counsel has represented or provided legal advice to any Acquired Company that was not provided in connection with the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Reassurance Holdings, Inc.

Arthur J. Gallagher Risk
Management Services, Inc.

By [Signature]
Name: VINCENT D. BENEDETTO
Title: CEO

By _____
Name:
Title:

Vincent DiBenedetto, in his role as a
Seller

Vincent DiBenedetto, in his role as the
Seller's Representative

By [Signature]
Name: VINCENT D. BENEDETTO
Title:

By [Signature]
Name: VINCENT D. BENEDETTO
Title:

Jeffrey A. Wolfson

Hugo K. Panarese, Jr. as trustee under the
Hugo K. Panarese, Jr. Revocable Trust
Dated 3/13/2016

By _____
Name:
Title:

By _____
Name:
Title:

Investment Partners of Nevada, LLC

Stephanie Letchinger

By _____
Name:
Title:

By _____
Name:
Title:

David Mellon

Vickie Mellon

By _____
Name:
Title:

By _____
Name:
Title:

Brian Branchick

Harry Amsden

By _____
Name:
Title:

By _____
Name:
Title:

[Signature Page to Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Reassurance Holdings, Inc.

Arthur J. Gallagher Risk
Management Services, Inc.

By _____
Name:
Title:

By James S. Hannan
Name: JAMES S. HANNAN
Title: VICE PRESIDENT

Vincent DiBenedetto, in his role as a
Seller

Vincent DiBenedetto, in his role as the
Seller's Representative

By _____
Name:
Title:

By _____
Name:
Title:

Jeffrey A. Wolfson

Hugo K. Panarese, Jr. as trustee under the
Hugo K. Panarese, Jr. Revocable Trust
Dated 3/13/2016

By _____
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By _____
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Investment Partners of Nevada, LLC

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By _____
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Reassurance Holdings, Inc.

Arthur J. Gallagher Risk
Management Services, Inc.

By _____
Name:
Title:

By _____
Name:
Title:

Vincent DiBenedetto, in his role as a
Seller

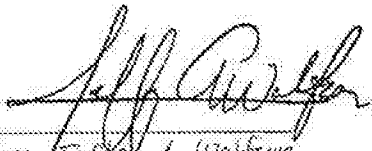
Vincent DiBenedetto, in his role as the
Seller's Representative

By _____
Name:
Title:

By _____
Name:
Title:

Jeffrey A. Wolfson

Hugo K. Panarese, Jr. as trustee under the
Hugo K. Panarese, Jr. Revocable Trust
Dated 3/13/2016

By 
Name: Jeffrey A. Wolfson
Title: Stockholder

By _____
Name:
Title:

Investment Partners of Nevada, LLC

Stephanie Letchinger

By _____
Name:
Title:

By _____
Name:
Title:

David Mellon

Vickie Mellon

By _____
Name:
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By _____
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Brian Branchick

Harry Amsden

By _____
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Arthur J. Gallagher Risk
Management Services, Inc.

By _____
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By _____
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Vincent DiBenedetto, in his role as a
Seller

Vincent DiBenedetto, in his role as the
Seller's Representative

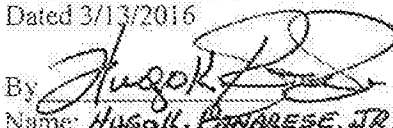
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Jeffrey A. Wolfson

Hugo K. Panarese, Jr. as trustee under the
Hugo K. Panarese, Jr. Revocable Trust
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By _____
Name:
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By 
Name: HUGO K. PANARESE, JR.
Title:

Investment Partners of Nevada, LLC

Stephanie Letchinger

By _____
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David Mellon

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By _____
Name:
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By _____
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Investment Partners of Nevada, LLC

Stephanie Letchinger

By 
Name: James Porrello
Title: Managing Member

By _____
Name:
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David Mellon

Vickie Mellon

By _____
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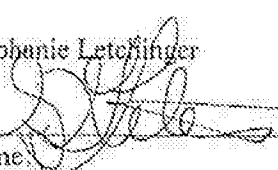
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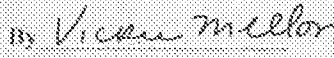
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Brian Branchick

Harry Amsden

By _____
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By 
Name:
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[Signature Page to Stock Purchase Agreement]

Deborah Darby Putman

By Deborah Darby Putman
Name:
Title:

David DeMarke Putman

By [Signature]
Name:
Title:

Robert D. Stone

By _____
Name:
Title:

Jimmy Ice – Reassurance, LLC

By _____
Name:
Title:

[Signature Page to Stock Purchase Agreement]

Deborah Darby Putman

By _____
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Robert D. Stone

By Robert D. Stone
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David DeMarko Putman

By _____
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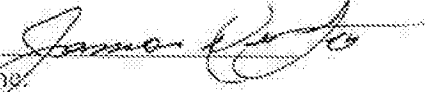
Robert D. Stone

By _____
Name:
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David DeMarke Putman

By _____
Name:
Title:

Jimmy Ice -- Reassurance, LLC

By 
Name:
Title:

[Signature Page to Stock Purchase Agreement]

Schedule 1.01(a)

Acquired Companies

1. Reassurance Holdings, Inc., a Delaware corporation.
2. Velo Holdings, Inc., a Delaware corporation.
3. V2V Holdings LLC, a Delaware limited liability company.
4. Coverdell & Company, Inc., an Illinois corporation.
5. Discount Development Services, L.L.C., an Illinois limited liability company.
6. Uni-Care, Inc., an Illinois corporation.
7. Memberworks Canada LLC, a Delaware corporation.
8. Coverdell Canada Corporation, a Nova Scotia corporation.
9. Carefree Marketing, Inc., an Illinois corporation.
10. Velo ACU LLC, a Delaware limited liability company.
11. FYI Direct LLC, a Delaware limited liability company.
12. Vertrue LLC, a Delaware limited liability company.
13. FYI Direct Canada Incorporated, a Québec corporation.
14. Adaptive Marketing LLC, a Delaware limited liability company.

Schedule 1.01(b)

Approved Intermediaries

1. Risk Placement Services, Inc.
2. CRC Insurance Service, Inc.
3. AmWINS Groups, Inc.
4. Brown & Riding

Schedule 1.01(c) REDACTED

Schedule 1.01(d)

Excluded Assets

REDACTED

Schedule 1.01(e)
REDACTED

Schedule 1.01(e) - 1

TRADEMARK
REEL: 007533 FRAME: 0267

Schedule 6.04

Operations Prior to the Closing Date

REDACTED

Schedule 6.07

Tail Coverage

REDACTED

Schedule 9.01(e)

Necessary Governmental Approvals

REDACTED

Schedule 9.01(f)

Necessary Third-Party Consents

REDACTED

Schedule 9.01(f) - 1

TRADEMARK
REEL: 007533 FRAME: 0271

Schedule 9.01(h)
REDACTED

Exhibit A - REDACTED

Sellers

Exhibit A - 1