



FILED

SEP 16 2020

INSURANCE REGULATION

Docketed by:

OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 267920-20-CO

Application for the Indirect Acquisition of
PEACHTREE CASUALTY INSURANCE COMPANY
by POLO HOLDINGS FEEDER, LP

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by POLO HOLDINGS FEEDER, LP (“APPLICANT”) with the FLORIDA OFFICE OF INSURANCE REGULATION (“OFFICE”) of an application for approval of the proposed indirect acquisition of PEACHTREE CASUALTY INSURANCE COMPANY (“PEACHTREE”), pursuant to Section 628.461, Florida Statutes (“Application”). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter the parties herein.
2. APPLICANT has applied for and, subject to present and continuing satisfaction of the requirements, terms, and conditions established herein, has satisfactorily met all of the conditions precedent to the granting of approval by the OFFICE of the proposed indirect acquisition of PEACHTREE, pursuant to the requirements of the Florida Insurance Code.
3. PEACHTREE is a domestic property and casualty insurer that is authorized to transact property and casualty insurance in Florida pursuant to a subsisting Certificate of Authority issued by the OFFICE, pursuant to Chapter 624, Part III, Florida Statutes.

4. APPLICANT is controlled by its General Partner, POLO HOLDINGS FEEDER GP LIMITED (“POLO”), a limited liability company domiciled in Guernsey, Bailiwick of Guernsey. POLO is a joint venture between two capital investment organizations, Aleph Polo Investors LP (“Aleph Polo”), a Guernsey limited partnership, and Crestview III DGL Holdings 2 LP (“Crestview III”), a Cayman limited partnership, each of which owns 50%. Aleph Polo is controlled by its General Partner, Aleph Capital Partners GP Limited, which is owned 100% by ALEPH CAPITAL PARTNERS (GUERNSEY) LIMITED (“ALEPH CAPITAL”), a limited liability company domiciled in Guernsey, Bailiwick of Guernsey, which is 100% owned by Mr. Hugues Lopic. Crestview III is 100% owned by Crestview III DGL Holdings LP, a Cayman limited partnership whose General Partner is CRESTVIEW III DGL GP, LLC (“CRESTVIEW”), a limited liability company domiciled in the Cayman Islands.

5. PEACHTREE is owned 100% by NETWORK HOLDING, INC. (“NETWORK”), a Georgia corporation that is 100% owned by SOBC DARAG FOXTROT HOLDING COMPANY LIMITED (“FOXTROT”), a Delaware holding company that is 100% owned by SOBC DARAG Holding Company Limited, a Delaware limited holding company that is 100% owned by DARAG UK Ltd., a limited liability company domiciled in the United Kingdom, that is 100% owned by DARAG Holding Guernsey 2 Ltd., a limited liability company domiciled in Guernsey, Bailiwick of Guernsey, that is 100% owned by DARAG Guernsey Holding 1 Ltd., a limited liability company domiciled in Guernsey, Bailiwick of Guernsey, that is 100% owned by DARAG GUERNSEY LIMITED (“DARAG”), a limited liability company domiciled in Guernsey, Bailiwick of Guernsey which is owned 39.77% by APPLICANT, 29.6% by KEYHAVEN GROWTH PARTNERS LP, and 30.63% by KEYHAVEN GROWTH PARTNERS II, LP (collectively, “KEYHAVEN PARTNERSHIPS”), both of which are limited partnerships

domiciled in Scotland, United Kingdom, and neither of which has any 10% or greater owners.

6. PEACHTREE's current ownership structure is the result of previous acquisitions, all of which occurred prior to the proposed acquisition that is the subject of this Application:

a. Prior to July 27, 2018, DARAG was owned 49.15% by KEYHAVEN GROWTH PARTNERS LP and 50.85% by KEYHAVEN GROWTH PARTNERS II, LP.

b. On July 27, 2018, the KEYHAVEN PARTNERSHIPS entered into an agreement with APPLICANT to share ownership in DARAG via an infusion of new capital for future investments. This transaction closed on March 5, 2019, after which DARAG was owned 36.23% by KEYHAVEN GROWTH PARTNERS II, LP, 35.02% by KEYHAVEN GROWTH PARTNERS LP, and 28.75% by APPLICANT.

c. On April 29, 2019, APPLICANT injected additional capital into DARAG, bringing its ownership up to 39.77%, and reducing the ownership of KEYHAVEN GROWTH PARTNERS II, LP to 30.63% and that of KEYHAVEN GROWTH PARTNERS LP to 29.6%.

d. The Application also details other transactions which changed the ownership structure of DARAG, but which did not change the ownership percentages of the KEYHAVEN PARTNERSHIPS or APPLICANT.

7. The OFFICE has determined that the transactions referenced in paragraph 6 above were not properly filed with the OFFICE as changes of control, pursuant to Section 628.461, Florida Statutes; however, upon consideration of the record, the OFFICE hereby finds that the transactions referenced in paragraph 6 above were not willful violations of Section 628.461, Florida Statutes.

8. APPLICANT, POLO, and PEACHTREE acknowledge and agree that any future violations of the provisions of Section 628.461, Florida Statutes, will be considered willful and

subject to action by the OFFICE pursuant to all administrative remedies provided by the Florida Insurance Code, and Chapter 120, Florida Statutes.

9. The proposed transaction that is the subject of this Application will result in APPLICANT owning up to 64.5% of DARAG and will reduce the ownership percentage of KEYHAVEN GROWTH PARTNERS II, LP, to as little as 18.05% and that of KEYHAVEN GROWTH PARTNERS LP to as little as 17.45%. Additionally, NETWORK will merge into FOXTROT resulting in FOXTROT becoming the 100% direct owner of all outstanding voting securities of PEACHTREE.

10. APPLICANT has provided a Disclaimer of Control Affidavit for CRESTVIEW, certifying that, other than Richard M. DeMartini, no person associated with CRESTVIEW does or will exercise any control, either directly or indirectly, over the activities of PEACHTREE or any entity owned or controlled by PEACHTREE and licensed by the OFFICE. Further, no person affiliated with CRESTVIEW, other than Richard M. DeMartini, will attempt to exercise control, either directly or indirectly, over the activities of PEACHTREE or any entity owned or controlled by PEACHTREE and licensed by the OFFICE, without the advance written consent of the OFFICE.

11. APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, and PEACHTREE have made material representations that, except as disclosed in the Application, none of the officers or directors of POLO, the post-acquisition officers and directors of PEACHTREE, the managers or 100% owner of ALEPH CAPITAL, or Richard M. DeMartini, the individual officer of CRESTVIEW who will exercise control over the affairs of PEACHTREE, have been found guilty of, or have pleaded guilty or nolo contendere to, a felony or a misdemeanor, other than a civil traffic offense.

12. APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, and PEACHTREE further represent that they shall submit shall submit, or cause to be submitted, to the OFFICE complete information on each of the individuals referenced in paragraph 11 above, including Biographical Affidavit, supplemental information, third-party verification report produced by an approved vendor, fingerprint cards, and supplemental requests by the OFFICE for clarification or additional information. If complete information has not been provided to the OFFICE within 60 days of execution of this Consent Order, or if the sources utilized by the OFFICE in its investigation process reveal that the representations made in paragraph 11 above are inaccurate, said entity shall, within 30 days of receipt of notification from the OFFICE, undertake such remedial actions with regard to the individual at issue as directed by the OFFICE. Such actions may include removing the individual as officer, director, or manager of said entity and replacing them with a person or persons acceptable to the OFFICE, as well the entity requiring that an individual 10% or greater owner divest their ownership to below 10%.

13. If, upon receipt of such notification from the OFFICE, pursuant to paragraph 12 above, APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, or PEACHTREE does not timely take the required corrective action, APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, and PEACHTREE agree that such failure to act would constitute an immediate serious danger to the public and the OFFICE may immediately suspend, revoke, or take other administrative action as it deems appropriate upon the Certificate of Authority of PEACHTREE without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

14. APPLICANT represents that there are no present plans or proposals to make any material changes to PEACHTREE, including liquidating it, selling any of its assets (except for transactions such as investment portfolio transactions in the ordinary course of business), merging

or consolidating it with any person or persons, or making any other major change in the business operations of PEACHTREE.

15. PEACHTREE shall, no later than 15 days after the month in which the transactions contemplated in this Application is completed, file an update to its Holding Company Registration Statement, as required by Section 628.801, Florida Statutes, and Rule 69O-143.046, Florida Administrative Code.

16. All parties to this Consent Order agree that this Consent Order shall be deemed null and void if the transactions contemplated in the Application are not completed, or required regulatory approvals are not obtained, within 60 days of execution of this Consent Order.

17. Within 10 business days after the transactions contemplated in this Application are completed, APPLICANT shall submit, or cause to be submitted, to the OFFICE any documents evidencing completion of said transactions not already provided to the OFFICE. APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the KEYHAVEN PARTNERSHIPS, or PEACHTREE shall notify the OFFICE within 3 business days of a final determination that the transactions contemplated in this Application will not occur.

18. Pursuant to Sections 628.461(3)(f)-(g), Florida Statutes, APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the KEYHAVEN PARTNERSHIPS, or any other party meeting the definition of “ultimate controlling person” as defined in Section 628.801(2), Florida Statutes, shall file with the OFFICE the Enterprise Risk Report required by Section 628.801(2), Florida Statutes, and any and all additional information necessary to evaluate the enterprise risk of PEACHTREE and its affiliates.

19. Pursuant to Section 624.10(3), Florida Statutes, and upon completion of the transactions contemplated in the Application, APPLICANT, POLO, ALEPH CAPITAL,

CRESTVIEW, and the KEYHAVEN PARTNERSHIPS will be controlling entities and, as such, shall comply with Section 628.461(12)(b), Florida Statutes, should APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, or KEYHAVEN PARTNERSHIPS divest controlling interest in PEACHTREE.

20. Any prior orders, consent orders, or corrective action plans that PEACHTREE has entered into with the OFFICE prior to the issuance of this Consent Order shall apply and remain in full force and effect for PEACHTREE, except where provisions of such orders, consent orders, or corrective action plans have expired; have been superseded by subsequent orders, consent orders, or corrective action plans; or are inconsistent with this Consent Order.

21. APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the KEYHAVEN PARTNERSHIPS, DARAG, FOXTROT, NETWORK, and PEACHTREE affirm and represent that all information, explanations, representations, statements, and documents provided to the OFFICE in connection with this Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control with regard to the acquisition and future operations of PEACHTREE. APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the KEYHAVEN PARTNERSHIPS, DARAG, FOXTROT, NETWORK, and PEACHTREE further agree and affirm that said information, explanations, representations, statements, and documents, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

22. PEACHTREE shall report to the OFFICE, Property & Casualty Financial Oversight, any time that PEACHTREE is named as a party defendant in a class action lawsuit

within 15 days after the class is certified. PEACHTREE shall include a copy of the complaint at the time it reports the class action lawsuit to the OFFICE.

23. PEACHTREE shall maintain an information security program for the security and protection of confidential and proprietary information under its control that complies with all applicable laws and regulations regarding information security. PEACHTREE agrees that it shall continually monitor and enhance its information security program in order to mitigate data security breaches. PEACHTREE further agrees that it shall notify the OFFICE within 5 business days of identifying a data breach.

24. Executive Order 13224 prohibits any transactions by U.S. persons involving the blocked assets and interests of terrorists and terrorist support organizations. PEACHTREE shall maintain and adhere to procedures necessary to detect and prevent prohibited transactions with those individuals and entities, which have been identified at the Treasury Department's Office of Foreign Assets Control website, <http://www.treas.gov/ofac>.

25. Within 60 days from the date of the execution of this Consent Order, APPLICANT shall submit, or cause to be submitted, to the OFFICE a certification evidencing compliance with all of the requirements of this Consent Order. Any exceptions shall be so noted and contained in the certification. Exceptions noted in the certification shall also include a timeline defining when the outstanding requirements of the Consent Order will be complete. Said certification shall be submitted to the OFFICE via electronic mail and directed to the attention of the Assistant General Counsel representing the OFFICE in this matter and as named in this Consent Order.

26. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such written approval by the OFFICE is subject to statutory or administrative regulation limitations.

27. APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the KEYHAVEN PARTNERSHIPS, DARAG, FOXTROT, NETWORK, and PEACHTREE expressly waive a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which they may be entitled by law or rules of the OFFICE. APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the KEYHAVEN PARTNERSHIPS, DARAG, FOXTROT, NETWORK, and PEACHTREE hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in any forum available to them, now or in the future, including the right to any administrative proceeding, state or federal court action, or any appeal.

28. APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the KEYHAVEN PARTNERSHIPS, DARAG, FOXTROT, NETWORK, and PEACHTREE affirm that all requirements set forth herein are material to the issuance of this Consent Order.

29. APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the KEYHAVEN PARTNERSHIPS, DARAG, FOXTROT, NETWORK, and PEACHTREE agree that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon the Certificate of Authority of PEACHTREE in this state, in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

30. Each party to this action shall bear its own costs and fees.

31. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the signatures of the authorized representatives of APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the

KEYHAVEN PARTNERSHIPS, DARAG, FOXTROT, NETWORK, and PEACHTREE, notwithstanding the fact that the copy may have been transmitted to the OFFICE electronically. Further, APPLICANT, POLO, ALEPH CAPITAL, CRESTVIEW, the KEYHAVEN PARTNERSHIPS, DARAG, FOXTROT, NETWORK, and PEACHTREE agree that the of their authorized representatives as affixed to this Consent Order shall be under the seal of a Notary Public.

WHEREFORE, subject to the terms and conditions set forth above, the Application for the indirect acquisition of PEACHTREE CASUALTY INSURANCE COMPANY by POLO HOLDINGS FEEDER, LP, pursuant to Section 628.461, Florida Statutes, is APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 16 day of September 2020.



David Altmaier

David Altmaier, Commissioner
Office of Insurance Regulation

By execution hereof, PEACHTREE CASUALTY INSURANCE COMPANY consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind PEACHTREE CASUALTY INSURANCE COMPANY to the terms and conditions of this Consent Order.

PEACHTREE CASUALTY INSURANCE COMPANY

By: [Signature]

Print Name: Daniel Linden

Title: President and Director

Date: 9/8/20

Ohio

STATE OF _____

COUNTY OF Butler

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8 day of September 2020, by Daniel Linden as Officer/ Director for Peachtree Casualty Insurance Company (type of authority; e.g., officer, trustee, attorney in fact) (name of person) (company name)



[Signature]
(Signature of the Notary)

Hillary Daria-White
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: 08/23/2024

By execution hereof, NETWORK HOLDING, INC., consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind NETWORK HOLDING, INC., to the terms and conditions of this Consent Order.

NETWORK HOLDING, INC.

By: [Signature]

Print Name: Daniel Linden

Title: President and Director

Date: 9/8/20

STATE OF Ohio
COUNTY OF Butler

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 8 day of September 2020, by Daniel Linden
as Officer/ Director (name of person)
for Network Holding, Inc. (company name)
(type of authority; e.g., officer, trustee, attorney in fact)



[Signature]
(Signature of the Notary)

Hillary Daria-White
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: 08/28/2024

By execution hereof, POLO HOLDINGS FEEDER, LP, consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind POLO HOLDINGS FEEDER, LP, to the terms and conditions of this Consent Order.

POLO HOLDINGS FEEDER, LP

By: [Signature]

Print Name: MATT CHICK

Title: DIRECTOR FOR AND ON BEHALF OF POLO HOLDINGS FEEDER GP LIMITED AS THE GENERAL PARTNER OF POLO HOLDINGS FEEDER LP

Date: 03/09/2020

STATE OF NIA

COUNTY OF GUERNSEY

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 3rd day of September 2020, by MATTHEW (MATT) CHICK

as DIRECTOR OF POLO HOLDINGS FEEDER GP LIMITED for [Signature]
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

[Signature]
(Signature of the Notary)

(Print, Type or Stamp Commissioned Name of Notary)

Davey G Le Marquand
Notary Public
Carey House
Les Banques
St Peter Port
Guernsey, GY1 4BZ

Personally Known _____ OR Produced Identification

Type of Identification Produced PASSPORT

My Commission Expires: FOR LIFE

IN GUERNSEY



By execution hereof, POLO HOLDINGS FEEDER GP LIMITED consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind POLO HOLDINGS FEEDER GP LIMITED to the terms and conditions of this Consent Order.

POLO HOLDINGS FEEDER GP LIMITED

By: [Signature]

Print Name: MATT CHICK

Title: DIRECTOR

Date: 03/09/2020

STATE OF N/A

COUNTY OF GUERNSEY

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 3rd day of September 2020, by MATTHEW (MATT) CHICK

as DIRECTOR for POLO HOLDINGS FEEDER GP LIMITED
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

[Signature]
(Signature of the Notary)

(Print, Type or Stamp Commissioned Name of Notary)

Davey G Le Marquand
Notary Public
Carey House
Les Banques
St Peter Port
Guamsey, GY1 4BZ

Personally Known _____ OR Produced Identification

Type of Identification Produced PASSPORT

My Commission Expires: FOR LIFE



By execution hereof, SOBC DARAG FOXTROT HOLDING COMPANY LIMITED consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind SOBC DARAG FOXTROT HOLDING COMPANY LIMITED to the terms and conditions of this Consent Order.

SOBC DARAG FOXTROT HOLDING COMPANY LIMITED

By: [Signature]

Print Name: Daniel Linden

Title: President and Director

Date: 9/8/20

STATE OF Ohio
COUNTY OF Butler

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 8 day of September 2020, by Daniel Linden

as Officer/ Director for SOBC DARAG Foxtrot Holding Company Limited
(type of authority; e.g., officer, trustee, attorney in fact) (company name)



[Signature]
(Signature of the Notary)

Hillary Daria-White
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: 08/2024

By execution hereof, DARAG GUERNSEY LIMITED consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind DARAG GUERNSEY LIMITED to the terms and conditions of this Consent Order.

DARAG GUERNSEY LIMITED

By: _____

Print Name: AMIT PETER TAYLOR

Title: DIRECTOR

Date: 7TH SEPTEMBER 2020.

STATE OF _____

COUNTY OF GUERNSEY

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 7TH day of September 2020, by AMIT PETER TAYLOR

as DIRECTOR

(type of authority; e.g., officer, trustee, attorney in fact)

for DARAG GUERNSEY LIMITED

(company name)

(Signature of the Notary)

(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: Not limited

Davey & Le Marquand
Notary Public
Carey House
Les Banques
St Peter Port
Guernsey, GY1 4BZ



By execution hereof, KEYHAVEN GROWTH PARTNERS II, LP, consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind KEYHAVEN GROWTH PARTNERS II, LP, to the terms and conditions of this Consent Order.

KEYHAVEN GROWTH PARTNERS II, LP

By: Andrew Ware
Andrew Ware (sep 15, 2020 12:23 GMT+0)

Print Name: ANDREW WARE

Title: PARTNER

Date: 15 September 2020

in STATE OF England & Wales

in COUNTY OF City of London

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 15 day of September 2020, by ANDREW WARE
(name of person)

as PARTNER for KEYHAVEN GROWTH PARTNERS II, LP
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

S. Mackie

Digitally signed by Sarah Karen Mackie
Date: 2020-09-15 11:58:16+01:00

(Signature of the Notary)

Notary Public, London, England
(Sarah Karen Mackie)

(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: WITH LIFE



CHEESWRIGHTS

SCRIVENER NOTARIES | LLP
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London EC3A 4AF
T: +44 (0) 20 7623 9477
www.cheeswrights.com

By execution hereof, KEYHAVEN GROWTH PARTNERS, LP, consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind KEYHAVEN GROWTH PARTNERS, LP, to the terms and conditions of this Consent Order.

KEYHAVEN GROWTH PARTNERS, LP

By: Andrew Ware
Andrew Ware (SEP 15, 2020) L1262047-21

Print Name: ANDREW WARE

Title: PARTNER

Date: 15 September 2020

STATE OF England & Wales
COUNTY OF City of London

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 15 day of September 2020, by ANDREW WARE
(name of person)
as PARTNER for KEYHAVEN GROWTH PARTNERS, LP.
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

S. Mackie

(Signature of the Notary)

Notary Public, London, England

(Print, Type or Stamp Commissioned Name Sarah Karen Mackie)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: WITH LIFE



CHEESWRIGHTS

SCRIVENER NOTARIES | LLP

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London EC3A 4AF
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By execution hereof, ALEPH CAPITAL PARTNERS (GUERNSEY) LIMITED consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind ALEPH CAPITAL PARTNERS (GUERNSEY) LIMITED to the terms and conditions of this Consent Order.

ALEPH CAPITAL PARTNERS (GUERNSEY) LIMITED

By: Hughes LEPIC X

Print Name: HUGUES BERNARD CHARLES LEPIC

Title: Director

Date: 3rd September 2020

STATE OF Jordan

COUNTY OF England, UK

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 3rd day of September 2020, by Wilson SCARES

as Notary Public for Aleph Capital Partners (Guernsey) Limited
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

Wilson Scares

(Signature of the Notary)

Wilson SCARES a (Notary Public) (Jordan)
(Print, Type or Stamp Commissioned Name of Notary)

~~Personally Known~~ OR Produced Identification

Type of Identification Produced French Passport no. 120F47906

My Commission Expires: at death



By execution hereof, CRESTVIEW III DGL GP, LLC, consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind CRESTVIEW III DGL GP, LLC, to the terms and conditions of this Consent Order.

CRESTVIEW III DGL GP, LLC

By: *Richard M. DeMartini*

Print Name: Richard M. DeMartini

Title: Managing Director

Date: September 2, 2020

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 2nd day of September 2020, by Richard M. DeMartini

as Managing Director for Crestview III DGL GP, LLC.
(type of authority; e.g., officer, trustee, attorney in fact) (name of person) (company name)

Lauren E. DeRosa
(Signature of the Notary)

Lauren E. DeRosa
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: 10-21-2023



LAUREN E DEROSA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6399535
Qualified in Suffolk County
My Commission Expires 10-21-2023

COPIES FURNISHED TO:

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HUGUES LEPIC, OWNER
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