

Exhibit G

Attach as Exhibit G, a copy of the constitution, articles of incorporation, formation, or association with all amendments thereto, partnership or limited liability agreements, and existing by-laws, operating agreement, rules or instruments corresponding thereto, of the Applicant.

Include any additional governance fitness information not included in Exhibit C. Provide a certificate of good standing dated within one week of the date of this Form SEF

Response:

Please see attached **Exhibits G-1** for all relevant documents of REsurety Markets LLC.

Exhibit G-1

REsurety Markets LLC – Certificate of Good Standing, Certificate of Formation and Operating Agreement

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RESURETY MARKETS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF JUNE, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RESURETY MARKETS, LLC" WAS FORMED ON THE TWELFTH DAY OF DECEMBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



2747278 8300

SR# 20242929656

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203753271

Date: 06-20-24

Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RESURETY MARKETS, LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF DECEMBER, A.D. 2023, AT 6:36 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2747278 8100
SR# 20234206090

Authentication: 204801311
Date: 12-13-23

You may verify this certificate online at corp.delaware.gov/authver.shtml

**LIMITED LIABILITY COMPANY AGREEMENT
OF
RESURETY MARKETS, LLC
A DELAWARE LIMITED LIABILITY COMPANY**

This LIMITED LIABILITY COMPANY AGREEMENT (the “Agreement”) of REsurety Markets, LLC, a Delaware limited liability company (the “Company”), is made and entered into effective as of December 12, 2023, (the “Effective Date”) by and between the Company and REsurety, Inc., a Delaware corporation, as the initial member of the Company (the “Parent Member” and, together with any person who becomes admitted as a member of the Company after the Effective Date pursuant to the terms of this Agreement, the “Members”).

WHEREAS, the Company was formed as a Delaware limited liability company on December 12, 2023 by the filing of a certificate of formation with the Secretary of State of the State of Delaware (as amended from time to time, the “Certificate of Formation”) pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the “Act”); and

WHEREAS, the Members agree that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Members agree as follows:

AGREEMENT

1. **Rights and Obligations; Term.** The rights and obligations of Members and Directors (as defined herein), and the terms and conditions of the Company shall be governed by the Act and this Agreement. To the extent the provisions of the Act and this Agreement are inconsistent with respect to any subject matter covered in this Agreement, this Agreement shall govern, but only to the extent permitted by law. The term of the Company shall continue until it is dissolved, its affairs are wound up and final liquidating distributions are made pursuant to this Agreement. Except as otherwise provided herein, the Company shall have perpetual existence.

2. **Formation.** The Company was formed by the filing of the Certificate of Formation by an authorized person within the meaning of the Act. In the event of a conflict between the terms of this Agreement and the Certificate of Formation, the terms of the Certificate of Formation shall prevail.

3. **Name.** The name of the Company shall be “REsurety Markets, LLC”. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Board of Directors (as defined herein) deems appropriate or advisable.

4. **Purpose.** The purpose of the Company is to engage in any lawful activity which a limited liability company may carry on under the Act. Nothing in this Agreement shall prohibit the Members from engaging in any business, investment or other activity of any kind, even if such business, investment or activity is competitive with the Company’s business.

5. **Principal Office; Registered Office and Agent.**

(a) The location of the principal office of the Company shall be at such location as the Board of Directors may from time to time designate.

(b) The name and address of the Company's registered agent for service of process in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The Company's agent for service of process in the State of Delaware may be changed by the Board of Directors at any time, subject to any limitations as provided in the Act.

6. **Tax Classification; Requirement of Separate Books and Records and Segregation of Assets and Liabilities.** So long as the Parent Member is the sole member of the Company, the Company should be treated as an entity disregarded for federal income tax purposes and, to the extent feasible, for all state and local income tax purposes, unless the Parent Member and the Board of Directors each determine otherwise. The Company shall take such actions and make such filings as shall be necessary to confirm such treatment in any jurisdiction in which the Company is or expects to be subject to income taxation and action or filing is necessary to confirm such treatment. In all events, however, the Company shall keep books and records separate from those of its Members and shall at all times segregate and account for all of its assets and liabilities separately from those of its Members.

7. **Title to Assets; Transactions.** The Company shall keep title to, and beneficial ownership of, all of its assets (including any capital contributions from Members) in its own name and not in the name of its Members. The Company shall enter into and engage in all transactions in its own name and not in the name of its Members. Any debt, obligation or liability of the Company shall be incurred by the Company in its own name and not the name of any Member.

8. **Name and Address of the Members.** The names and the business addresses of the Members shall be set forth on the register of members of the Company (the "Register of Members"). The Register of Members shall be maintained by the Company and updated from time to time by the Company. A Director or a Member may change its address used for purposes of this Agreement upon notice thereof to the Company.

9. **Capital Contributions.** The Parent Member shall not be required to provide any further consideration or make any additional capital contributions to the Company in exchange for its Shares (as defined below). No Member shall be required to make any additional capital contributions to the Company nor purchase additional Shares at any time; provided, however, that any Member may make future or additional capital contributions only with the prior written consent of the Board of Directors.

10. **Members' Interests.**

(a) Interests in the Company held by a Member (or to be held) shall be represented by membership interests in the Company and denominated by the issuance of units reflecting such interests ("Shares"). Upon the issuance of Shares, as evidence thereof, the

Company shall record such issuance in the Register of Members. The Company hereby elects that all Shares shall remain uncertificated interests.

(b) For the avoidance of doubt, in the event the Parent Member is the sole member of the Company, any references to the “Members” shall be read and applied to the Parent Member only.

(c) The rights, privileges and restrictions granted to and imposed upon the Shares are as set forth in this Agreement. Except as otherwise specifically provided in this Agreement, the Shares shall have the same relative rights and be identical in all respects as to all matters. In the event of any change (by way of recapitalization, subdivision, reclassification, recombination or the like) in the number or kind of Shares, each Member’s interest denominated by such Shares immediately prior to such change shall be ratably adjusted among such Shares immediately after such change.

(d) As of the date of this Agreement, the Company has issued one hundred (100) Shares to the Parent Member, which represents one hundred percent (100%) of the membership interests issued by the Company. The Company shall enter the Parent Member onto the Register of Members accordingly.

(e) The Company shall not issue Shares to any person without the approval by the then existing Members holding a majority of Shares. Upon such approval, (i) the Company shall issue such number of Shares to such person that fairly and equitably reflects the value of the capital contribution to be provided by such person to the Company relative to the value of the Shares held by the then existing Members (ignoring the consideration to be provided to the Company by such person) and (ii) such person shall become a Member upon executing such documentation as the Board of Directors determines to be necessary or advisable in its sole discretion for such person to become a Member, including, but not limited to, a joinder agreement or counterpart signature page to this Agreement.

11. **Transfer of Shares.** A Member (“Transferor”) may transfer all or any portion of its Shares (“Transferred Shares”) to another person (“Transferee”) on such terms as such Member shall determine in its sole discretion. Upon being notified, the Company shall give effect to the transfer by amending the Register of Members to reflect the same (following which, for the avoidance of doubt, the Transferee shall have the commensurate rights as a Member in respect of the Transferred Shares, and not the Transferor); provided, however, that such Transferee shall execute such documentation as the Board of Directors determines to be necessary or advisable in its sole discretion for such Transferee to become a Member, including, but not limited to, a joinder agreement or counterpart signature page to this Agreement.

12. **Limited Liability of the Members.** Except as otherwise expressly provided by the Act, the Members shall not be obligated personally for any debt, obligation or liability of the Company whatsoever, whether such liability arises in contract, tort, statute or otherwise, solely by reason of being a member of the Company. Without limiting the foregoing, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making the Members responsible for the liabilities of the Company. The exercise by a Member of

any or all of its rights under this Agreement shall not in any event affect its status or limited liability.

13. **Distributions.** Distributions shall be made to the Members only at the times and in the aggregate amounts determined by the Board of Directors. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Members on account of their Shares if such distribution would violate §18-607 of the Act or other applicable law.

14. **Allocation of Profits.** In the event any distributions are made in accordance with Section 13, any profits of the Company will be distributed to the Members in accordance with their proportionate holdings of Shares.

15. **Management.**

(a) **Board of Directors.** The management and control of the business and affairs of the Company shall be managed by or under the direction of a Board of Directors of the Company (the “Board of Directors”) comprised of one or more directors (each a “Director”) to be elected, designated or appointed by Members holding a majority of Shares. The authorized number of Directors may be increased or decreased by Members holding a majority of Shares at any time in their sole and absolute discretion, but the number of Directors shall never be less than one. The initial number of Directors shall be five (5) and the composition of the Board of Directors shall be as follows:

(i) two (2) persons designated from time to time by the Parent Member, which Directors shall initially be Lee Taylor and one vacancy;

(ii) one (1) person nominated from time to time by Citicorp North America, Inc., which Director seat shall initially be vacant; and

(iii) two (2) persons who are not otherwise affiliates or stockholders, directly or indirectly, of the Parent Member and who are approved by the majority of Directors then in office, which Director seats shall initially be vacant.

Each Director elected, designated or appointed by the Members in accordance with this Agreement shall hold office until his or her successor is elected and qualified or until such Director’s earlier death, resignation or removal. Directors need not be a member of the Company. A Director shall be a “manager” within the meaning of the Act.

(b) **Authority of Board of Directors.**

(i) The Board of Directors shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise.

(ii) Any act of the Board of Directors (including a delegation under Section 15(b)(iii)) must be approved (by resolution) by way of a majority decision of Directors at

a meeting of the Board of Directors. If the Company only has one Director, such Director may approve (by resolution) an act unilaterally.

(iii) The Board of Directors may (by resolution) delegate to any one or more persons, including sub-committees, such authority as the Board of Directors may deem advisable and may elect and appoint one or more persons as a president, vice president, secretary, treasurer or any other title of an officer of the Company (the “Officers” and each, an “Officer”) as determined by the Board of Directors to act on behalf of the Company with respect to any matter or matters delegated to such person by the Board of Directors. Any such sub-committee or appointed delegate shall report to and be subject to the direction of, and may be terminated or removed from such position or have any such delegated authority revoked at any time by, the Board of Directors. Each Officer shall hold office until his or her successor is appointed and qualified, subject to his or her earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Company. Any resignation shall take effect immediately upon its receipt or at such later time specified in the notice of resignation. The acceptance of a resignation shall not be necessary to make it effective unless otherwise stated in the resignation. The Board of Directors may remove any Officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such Officer, if any, with the Company. Any number of offices may be held by the same individual. Appointment of an Officer shall not in and of itself create contract rights between the Company and such Officer. The Officers need not be Members of the Company. The initial Officers are as follows:

| | |
|----------------------|-------------------------------------|
| Lee Taylor | Chief Executive Officer & President |
| Sinéad Barry-O’Brien | Treasurer & Secretary |

(iv) Notwithstanding anything to the contrary in this Agreement, at all times the Board of Directors shall manage the Company and cause the Company to operate in accordance with and subject to this Agreement, as it may be amended, restated or otherwise modified from time to time.

(v) Notwithstanding anything to the contrary in this Agreement, any action of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

(c) Authority of Directors. The actions of a Director approved by resolution (in accordance with Section 15(b)(ii) or Section 15(b)(v)) or under delegated authority (in accordance with Section 15(b)(iii)) shall bind the Company, but not otherwise. No Director shall have the authority to bind the Company in his or her private individual capacity.

(d) Meetings of the Board of Directors. The Board of Directors may hold meetings, both regular and special, within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by a Director on not less than twenty-four (24) hours’ notice to each other Director by telephone, facsimile, mail, telegram or any other means of communication, and special meetings may be called by Members holding a majority of Shares in like manner and with like notice upon the written request of any one or more of the Directors.

(e) **Electronic Communications.** Directors may participate in meetings of the Board of Directors, or any sub-committee, by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communication equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

(f) **Removal of Directors.** Unless otherwise restricted by applicable law, any Director may be removed and replaced, with or without cause, by Members holding a majority of Shares.

(g) **No Authority of Members.** The Members, in their capacity as such, shall not have any right or power to take part in the management or control of the Company or its business and affairs or to act for or bind the Company in any way. The Members do, however, have all the rights and powers specifically set forth in this Agreement (such as the right to appoint or remove a Director under Sections 15(a) and 15(f)) and, to the extent not inconsistent with this Agreement, the Act.

16. **Limitation of Liability; Indemnification.** Notwithstanding any other provision to the contrary contained in this Agreement, no Director or Officer shall be liable to the Company, any Member, or to any other person or entity that has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Director or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Director or Officer by this Agreement, except that a Director or Officer shall be liable for any such loss, damage or claim incurred by reason of such Director's or Officer's gross negligence or willful misconduct. To the full extent permitted by applicable law, the Company shall indemnify and hold harmless any Director or Officer for any loss, damage or claim incurred by such Director or Officer by reason of any act or omission performed or omitted by such Director or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Director or Officer by this Agreement, except that no Director or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Director or Officer by reason of gross negligence or willful misconduct with respect to such acts or omissions.

17. **Dissolution and Winding Up.** The Company shall dissolve only upon the first to occur of any of the following events: (a) approval of the Members holding a majority of the Shares to dissolve the Company; (b) the sale of all or substantially all of the assets of the Company; or (c) the entry of a decree of judicial dissolution. Upon dissolution of the Company, the Directors shall wind up the Company's affairs. Following the dissolution of the Company, the assets of the Company shall be applied to satisfy claims of creditors and distributed to the Members in proportion to their in liquidation as provided in the Act by the persons charged with winding up the affairs of the Company.

18. **Books and Records.** The Company shall keep books and records at its principal place of business, which shall set forth an accurate account of all transactions of the Company and shall be prepared in accordance with the Act. The Company shall prepare financial statements at least annually, which shall include at least a balance sheet and an income statement.

19. **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members, and each of the Member's successors, transferees and assigns.

20. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement with respect to the affairs of the Company and the conduct of its business and supersedes all prior agreements and understandings, whether oral or written. No provision of this Agreement may be amended or modified except by an instrument in writing executed by all of the Members. Notwithstanding the foregoing, amendments to the Register of Members may be made by the Company in accordance with the terms contained in this Agreement.

21. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

22. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

23. **Further Assurances.** In connection with this Agreement, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

24. **Governing Law.** The laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware, shall govern the validity of this Agreement, the construction and interpretation of its terms, and organization and internal affairs of the Company and the limited liability of any Director and the Members.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

26. **Pledgee's Rights; Membership Interests to be General Intangibles.**

(a) Notwithstanding anything contained herein to the contrary, the Members and any other member of the Company shall be permitted to pledge or hypothecate any or all of its interests in the Company, including all economic rights, control rights, membership interests, Shares and status rights as a Member or as a member, to any lender to the Company (or any affiliate of the Company) or any agent acting on such lender's behalf, and any transfer of such interests pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval

required hereunder. Notwithstanding anything contained herein to the contrary, upon a default under the financing giving rise to any pledge or hypothecation of interests in the Company, the lender (or agent) shall have the right, as set forth in the applicable pledge or hypothecation agreement, and without further approval of the Members or any other member and without becoming a Member or otherwise becoming a member, to exercise the membership voting rights of the Members or any other member granting such pledge or hypothecation. Notwithstanding anything contained herein or on the equity certificates of the Company to the contrary, no legal opinion shall be required in connection with any pledge or hypothecation of any equity interests of the Company, or any transfer or exercise of rights or remedies pursuant hereto. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a Member or a member (as applicable) under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of the Members or members (as applicable) under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member or other member shall cease to be a Member or a member and shall have no further rights or powers under this Agreement. The execution and delivery of this Agreement by a Member or any other member of the Company shall constitute any necessary approval of such Member or other member under the Act to the foregoing provisions of this Section. This Section may not be amended or modified so long as any of any of the Members' or any other member's membership interests, Shares other interests in the Company is subject to a pledge or hypothecation without the pledgee's (or the transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of a Member's or any other member's interests in the Company shall be a third party beneficiary of the provisions of this Section.

(b) So long as any pledge of any Shares or membership interests in the Company is in effect, the Company shall not (i) elect that its Shares or membership interests become governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction or (ii) have the power to divide, in each case without the consent of all pledgees of such Shares or membership interests. This provision shall inure to the benefit of any pledgee of the Company's Shares or membership interests and its successors and assigns and designated agent, as an intended third-party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

COMPANY:

RESURETY MARKETS, LLC

By:  DocuSigned by:
FOBFFE6039564E0...
Name: Lee Taylor
Title: Chief Executive Officer

PARENT MEMBER:

RESURETY, INC.

By:  DocuSigned by:
FOBFFE6039564E0...
Name: Lee Taylor
Title: Chief Executive Officer